

SOLICITATION, OFFER, AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 1	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER HSBP1006R0463		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04/11/2006	
				6. REQUISITION/PURCHASE NUMBER 0020020365			
7. ISSUED BY Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW NP 1310 Washington DC 20229				8. ADDRESS OFFER TO (if other than item 7) Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW NP 1310 Washington 20229			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1100 EDT local time 05/30/2006 (City) (Hour) (Date)							
CAUTION - LATE Submission, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME: Deborah L. Smith		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 202-344-2984		C. EMAIL ADDRESS deborah.l.smith@dhs.gov	
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)	
		CALENDAR DAYS (%)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY CODE		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM <input type="checkbox"/> ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION INFORMATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 SUPPLIES AND SERVICES TO BE ORDERED**

The Contractor shall provide resources necessary to support the provision of supplies and services required to achieve the objectives stated in the SBInet Statement of Objectives in Section C and the contractor's proposed Performance Work Statement. Work shall be accomplished as a result of task/delivery orders issued against this contract using cost type or fixed price type or any combination thereof, as specified in the order.

[End of Clause]

B.2 SUPPLIES OR SERVICES AND PRICES/COSTS

Offerors shall propose in accordance with the Performance Work Statement, Sections L and M.

The Offeror's Contract Line Item Number (CLIN) structure shall reflect the anticipated contract performance of a three-year base period with three 1-year options periods.

[End of Clause]

B.3 TRAVEL AND OTHER DIRECT COSTS

For the purpose of this contract, Other Direct Costs (ODCs) are defined as those costs deemed to be incidental to the performance of the Task/Delivery Order or those costs incurred at the direction of the Government. Government will only reimburse the contractor's actual costs for ODCs.

[End of Clause]

B.4 ALLOWABILITY OF SUBCONTRACTOR FEE

If the Contractor is part of a teaming arrangement as described in Federal Acquisition Regulation (FAR) 9.601, the team shall share in this Contract fee structure. Separate additional subcontractor fees for individual team members will not be considered an allowable cost under the Contract. If a subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit paid to such entity will not be considered an allowable cost under this Contract.

The subcontractor fee restriction in subsection (a) does not apply to members of the Contractor's team that are: (i) small business(es); (ii) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H clause entitled Mentor-Protégé Program; (iii) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (iv) commercial items as defined at FAR 2.101.

[End of Clause]

B.5 SCHEDULE OF SUPPLIES/SERVICES

B.5.1 Contract Line Item Number: Offerors shall propose Contract Line Item Numbers (CLINs) in accordance with Section L. The Offeror's CLIN structure shall reflect the anticipated contract performance of a three-year base period with three 1-year option periods.

B.5.2 Tasks: Offerors shall propose estimated costs for Tasks in accordance with Section L.

Estimated Cost for Management Task IAW Section L: \$ _____

Estimated Cost for Tucson Task IAW Section L: \$ _____

Estimated Cost for Offeror's Proposed Task IAW Section L: \$ _____

B.6 MINIMUM QUANTITY

The Government shall order a minimum of services and supplies in the dollar amount of \$2 Million over the term of the contract.

[End of Clause]

B.7 MAXIMUM QUANTITY

The maximum quantity of supplies and services, which the Government may order during the life of this contract, is the full panoply of supplies and services to provide 6,000 miles of secure U.S. border. For the sole purpose of a stated contract maximum, a "mile of secure U.S. border" means a mile in which CBP can consistently detect, identify and classify, respond to, and appropriately resolve, substantially all illegal border crossings.

[End of Clause]

[END OF SECTION B]

SECTION C**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 SPECIFICATIONS, STATEMENT OF WORK, OR STATEMENT OF OBJECTIVES ATTACHED (MAR 2003)**

The Specifications, Statement of Work, or Statement of Objectives, which describe the work to be performed hereunder, although attached, is incorporated and made a part of this document with the same force and effect of "specifications", as described in the clause, Order of Precedence, FAR 52.215-8, incorporated herein by reference.

[End of Clause]

C.2 SECTION 508 COMPLIANCE (MAR 2003)

The contractor must provide a comprehensive specific list of all its electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194.

The contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.

[End of Clause]

C.3 SBINET OMNIBUS STATEMENT OF OBJECTIVES**PURPOSE**

Complete control of the border of the United States is one of the key mission objectives of the Department of Homeland Security (DHS). DHS is accountable for developing an operating system to control the border that provides absolute detection, identification, response, and resolution to unauthorized border entries. Through this contract, the DHS industry partner will assist the DHS in executing its border control responsibility.

DHS through its designated executive agent, U.S. Customs and Border Protection (CBP), is conducting a competition to establish a performance-based contractual relationship that provides the Department with an effective and efficient solution to secure the borders of the United States of America (USA). This Statement of Objectives (SOO) identifies the SBInet program objectives. The objectives form the basis for the scope of this effort and are applicable for the full term of the SBInet integration contract. The Statement of Objectives provides the SBInet contractor with the programmatic outcomes required by DHS and CBP. Furthermore, it sets forth the framework for establishing the partnership between the DHS/CBP and the integration contractor.

This SOO serves as the "master SOO" and as the omnibus document by which other SOOs (and possibly statements of work, if applicable) will be issued for individual task orders during the term of the contract.

Definitions, acronyms, and abbreviations are provided in Section J, Attachment 01.

STRUCTURE

The structure and content of the SOO are as follows:

Section 1 provides a background of the DHS mission and the approach to acquisition and the partnerships;

Section 2 describes the scope of the SBInet integration contract in detail. It focuses on the services requested of the contractor, both required and potential;

Section 3 describes the partnering philosophy that CBP seeks to establish and maintain with the integration contractor throughout the contract's performance period;

Section 4 presents the SBInet contract objectives within the context of and consistent with the DHS and CBP strategic objectives.

Section 5 describes the assumptions that the contractor must consider and work under. They are categorized as Business, Program and Technical. These are conditions and circumstances that exist or are envisioned in 2006. They may not be all-inclusive and are subject to change, and

Section 6 lists the constraints that exist or that are envisioned for executing and performing under the contract. These include the legal, regulatory, policy and security constraints. Whenever an applicable law or regulation is amended, repealed, or newly established, it will become applicable to the contractor, its teaming partners and subcontractors.

SECTION 1 - BACKGROUND

DHS, Secure Border Initiative

The Secure Border Initiative (SBI) is a comprehensive approach to immigration enforcement. The SBI focuses broadly on two major enforcement themes, controlling the border and immigration enforcement within the USA. It has two pillars: border control and enforcement within the USA. Border control means gaining full control of our borders, so we can prevent illegal immigration as well as security breaches. Enforcement inside the USA means locating and removing aliens who are present in the USA in violation of our laws. This pillar is tied to the President's proposal for a temporary worker program, which will make broader and more aggressive enforcement practical.

In developing the SBI, DHS is taking an integrated systems approach to the problem. The entire immigration enforcement system requires review, beginning with the gathering of immigration-specific intelligence and the detection of illegal border crossings, followed by apprehension, processing, transportation, and detention of the alien, and ending with the alien's removal from the USA. Adding agents at the border is insufficient unless we also can give them the technology they need and unless we contain and remove the aliens they catch. A systematic approach will deploy all of these tools in stages, allowing each stage to build on the success of earlier stages.

CBP, Secure Border Initiative (SBInet)

The SBInet unified border control strategy encompasses both the northern and southern land borders including the Great Lakes, and the interdiction of cross border violations between the ports and at the official ports of entry (POEs). This strategy will funnel traffic to the USA through POEs where DHS has a greater level of control. The border environment is extremely complex, encompassing rural, urban and remote areas as well as extreme climate variations and terrain. Therefore SBInet as a border control tool must be flexible and capable of being implemented in a manner that best suits these needs and requirements.

Control of the border requires that four key elements be met. These four elements are:

1. Detect entries when they occur;
2. Identify what the entry is;
3. Classify its level of threat (who they are, what they are doing, how many, etc) (Note: this element must be met prior to the point of interdiction/encounter by law enforcement personnel);
4. Effectively and efficiently respond to the entry; and bring the situation to the appropriate law enforcement resolution.

NOTE: The appropriate law enforcement resolution does not end with the apprehension/interdiction. It must include the ability to efficiently transport from the point of interdiction to processing, and the ability to access appropriate databases during processing to gather and share information about and relating to the person in custody or under investigation.

Border control is achieved, in a given area, when CBP is able to consistently meet all four of the above elements in that area.

Managing, securing and controlling the border requires determining the optimum mix of personnel, technology and infrastructure to achieve maximum tactical and strategic advantage in each unique border environment. Risk-based deployment and implementation of the solution, along with a new regime of complementary policies, processes and/or enhanced processes, regulations and legislation, will further enhance tactical advantage.

CBP recognizes that existing capabilities to secure the border are limited in the current threat environment. The capabilities and capacity do not incorporate the optimal mix of personnel, processes, technologies, and infrastructure to support the desired operational environment. Finally, the required capabilities have not been integrated into a "system-of-systems," and do not provide a clear common operational picture.

The CBP SBInet component of SBI applies that comprehensive approach to securing the land borders at and between the POEs. The initial focus of SBInet will be between the POEs. Further, there is a requirement to build a common operating picture (COP) of the border environment, within a command center environment, which will provide commonality within DHS components, and interoperability with stakeholders who are external to DHS. SBInet is the most comprehensive effort in the nation's history to gain control of its nearly 6,000 miles of international land border.

SBInet requires a comprehensive and aggressive strategy that will deploy the optimum mix of personnel, processes, technology and infrastructure in a manner that will significantly reduce the probability of illegal entries and successful cross-border violations into the USA and maintain control of the border.

SECTION 2 - SCOPE

As ordered, the contractor will provide solutions that include the full range of services, products and management required to ensure accomplishment of the SBInet program objectives. This includes addressing all components of border security in conjunction with the program objectives, developing solutions based upon the optimum mix of staffing, infrastructure and technology, and deploying the solutions to move from our current border strategy to one where the defined border areas are effectively secured. (See Geospatial Map(s) incorporated by reference in Section J.)

The contractor must accommodate advances in technology and other solutions that will support continuous improvement in the achievement of SBInet program objectives.

CBP will establish an indefinite delivery, indefinite quantity (IDIQ) contract that will allow for performance-based task and delivery orders. Order type may include fixed price and cost type, as appropriate to the requirement. Applicable contract clauses and provisions will be incorporated by reference into individual orders. Incentive provisions will be an important aspect of task orders to ensure alignment of goals and objectives. CBP expects that task order incentive provisions will include plans to control performance, cost, and schedules through monetary and non-monetary incentives and disincentives.

The IDIQ contract shall be for a three-year base period with three 1-year options. The initial scope of the contract's geographic coverage would include the northern and southern continental USA borders, including the Great Lakes. The geographic coverage may be expanded to other USA border areas beyond those defined above, through bilateral modifications to the contract.

SECTION 3 - PARTNERING PHILOSOPHY

CBP will develop a collaborative partnership between CBP, the Contractor, other stakeholders and government contractors. The SBInet Contractor's solution(s) shall align with the goals and objectives of DHS and CBP. Within the context of the CBP/Contractor partnership, CBP does not use the term "partner" and "partnership" in the legal sense. Instead, the CBP/Contractor partnership will reflect an open, collaborative and customer-oriented relationship in which the Contractor and CBP will work together to achieve the program objectives and attain border control.

SECTION 4 - SBINET OBJECTIVES

To meet the objectives of the SBInet Program, the integration contractor will:

1. Develop a highly reliable, available, maintainable, and cost effective solution(s) to manage, control and secure the border using the optimal mix of proven current and next generation technology, infrastructure, personnel, response capabilities and processes that will:
 - a. Detect entries when they occur;
 - b. Identify what the entry is;
 - c. Classify its level of threat (who they are, what they are doing, how many, etc) (Note: this element must be met prior to the point of interdiction/encounter by law enforcement personnel);
 - d. Effectively and efficiently respond to the entry; and bring the situation to the appropriate law enforcement resolution.
2. Develop a near real time Common Operating Picture (COP) of the border environment, which provides commonality within various DHS components, and inter-operability with other Federal, state, local and Tribal partners outside of DHS. The COP must provide a mechanism that communicates comprehensive situational awareness, including information incorporating intelligence driven operations capabilities at all operational levels and locations.
3. Throughout the term of the contract demonstrate continuous improvement in performance and reliability, and reduction in total operating cost.
4. Align its interests, motivation, and behaviors and that of its team members and subcontractors with the Government's.
5. Maintain the highest level of service consistent with cost effectiveness. Provide and document audit and oversight activities that facilitate external reviews and assessments to prove that DHS is receiving superior supplies and services at fair and reasonable prices.
6. Establish a flexible, transparent, and responsive performance management information system that provides insightful, accurate and timely information on both program status as well as performance reporting against mission measures and metrics.
7. Develop a solution that supports DHS compliance with Government standards and identified constraints.
8. Promote productive relationships with small business subcontractors and team members under the small business program as detailed in FAR Part 19 and in accordance with DHS goals and objectives.

SECTION 5 - ASSUMPTIONS

The following are assumptions and constraints imposed on the contractor and any solution for border security. These assumptions are grouped by (1) Business; (2) Program, based upon conditions within the DHS, CBP and SBInet environments, and (3) Technical, based on CBP's current technical environment and expected target-state outcomes.

A. Business

1. The SBInet program will serve stakeholders both within and outside DHS such as: Federal, state, local, and Tribal governments; international partners; industry and the general public.
2. DHS and CBP business processes and requirements will continue to evolve throughout the life of the SBInet program to reflect new laws, regulations, policies and threats.
3. The Department of Homeland Security has determined that the product(s) and service(s) to be acquired from the successful Offeror(s) pursuant to this solicitation will be good candidates for designation as a Qualified Anti-Terrorism Technology (QATT) as that term is defined by the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, sections 441-444 of title 6, United States Code (the "SAFETYACT") and the SAFETY Act implementing regulations (6 CFR Part 25). While it is not possible to definitively state that the product(s) and

service(s) will be designated as QATTs under the SAFETY Act, the consideration of any application for such designation will be expedited if the successful Offeror seeks SAFETY Act liability protections. Moreover, the SAFETY Act application process for the successful Offeror will be streamlined.

SAFETY Act protections are not a requirement of this procurement. Firms are free to submit applications with the Department's Office of SAFETY Act Implementation at any time for any anti-terrorism technology. Whether an Offeror has previously obtained SAFETY Act protections will not be evaluated as part of this procurement. Offerors are not required to seek SAFETY Act protections in order to submit an offer or to receive an award. Whether to seek the liability protections of the SAFETY Act for a proposed product or service is entirely up to the Offeror. Additional information about the SAFETY Act may be found at the SAFETY Act website at <http://www.SAFETYAct.gov>. Proposals in which pricing or any other term or condition is contingent upon SAFETY Act protections of the proposed product(s) or service(s) will not be considered for award.

4. Unique requirements and conditions (e.g., bonds for construction, labor regulations, etc.) will be specified in applicable task order(s).

B. Program

1. The contract resulting from this solicitation will be for use by all components of DHS. CBP Contracting Officers will issue orders against the contract, as required by other DHS organizations, pending the transfer of funds to CBP for the orders. Both ordering and administration of orders will reside with the CBP SBInet Acquisition Program Office.
2. CBP, its selected integration partner, and other DHS and CBP contractors and service providers, must effectively function and coordinate to achieve SBInet's objectives.
3. The funding/appropriations process may constrain the ordering and implementation needed to put solutions in place.
4. The contractor is responsible for the contractor's own security, equipment and manpower (storage, moving own equipment).

C. Technical

1. SBInet integration contractor must interface both directly and indirectly, with DHS and its components throughout the term of the contract, including periods covered by the exercise of any task order renewal options. Some development, modification or enhancement to legacy systems, infrastructure, and processes by current CBP employees and contractors may be required to ensure integration and interoperability of SBInet solutions within the DHS and CBP environment.
2. The SBInet program solution(s) shall be implemented in a manner that balances interruption of operations with mission improvement for CBP, DHS and external stakeholders.
3. SBInet solution(s) will utilize products, standards and services that promote an open and flexible architecture. The contractor will use Commercial Off The Shelf (COTS) and Government Off The Shelf (GOTS) products whenever possible. The contractor will use approved DHS and CBP products, standards, and services when appropriate, but can propose additional elements, as needed, in support of innovative, interoperable, and best-value solutions. The contractor is expected to use DHS planned and existing contracts including, but not limited to: Integrated Wireless Network (IWN) (wireless technology); EAGLE and First Source (information technology products and services); OneNet and SAFECOM.
4. The SBInet solution(s) must maximize officer and other personnel safety and the welfare of the communities.
5. The deployment and/or capability of IWN may not be synchronized or sufficient to support SBInet.

SECTION 6 - CONSTRAINTS

In addition to contractual provisions specified herein and the Laws, Regulations, and Policies specified in Section J, Attachment 02, the following constraints are applicable to all solutions provided under this contract. The contractor,

subcontractors and teaming partners will adhere to all applicable Federal laws, regulations and policies, including but not limited to the following:

A. Development

1. ISO 9001 Standards certifications or Software Engineering Institute (SEI) Capability Maturity Model (CMM) Level 3 or CMM Integration (CMMI) Level 3 appraisals for the contractor team doing applicable software development work.
2. The contractor shall follow DHS and CBP configuration, change, and baseline management practices, and operate within established DHS and CBP configuration management governance structures and guidelines.
3. Where possible, the contractor will utilize approved DHS and CBP services, products and standards, as reflected in the DHS and CBP Technical Reference Models (TRM) and Standards Profiles. If additional services, products and standards are needed for the SBInet solution, proposals for these shall be coordinated and controlled through the appropriate DHS and CBP governance bodies, in accordance with documented Technology and Renewal Processes. Proposals to utilize new or previously unapproved products, services, and standards will be appropriately justified and explicitly linked to the tenets of innovative, flexible, reliable, interoperable, and secure best-value design.
4. The contractor shall incorporate as much of the available technology, infrastructure, and personnel already deployed in the geographic area as practicable without unduly burdening the utility of any solution(s).
5. Federal Enterprise Architecture (FEA), including compliance with FEA Business, Performance, Data, Service Component, and Technical Reference models. Alignment with FEA is required as a component of OMB budget submissions. The FEA is available at <http://www.egov.gov>.
6. DHS Enterprise Architecture. Access to the DHS Enterprise Architecture will be restricted until after contract award. Alignment of the selected SBInet solution will be assessed following contract award in accordance with the DHS Capital Planning and Investment Control process.
7. CBP Enterprise Architecture. Access to the CBP Enterprise Architecture technical and application architecture will be made available during Due Diligence Review. Alignment of the selected SBInet solution will be assessed following contract award in accordance with the DHS Capital Planning and Investment Control process.
8. Contractor and Government will work together to identify where Section 508 Accessibility Requirements (www.section508.gov) are applicable.
9. CBP Systems Development Life Cycle (SDLC) and Enterprise Life Cycle Methodology (ELCM) guidelines.
10. Asset Management Policies and Procedures (refer to the SBInet library).
11. CBP will approve all software deployed to the SBInet infrastructure or supporting the DHS program using the Certification and Accreditation (C&A) process as described in National Institute of Standards and Technology (NIST) Special Publication 800-37. The Contractor must fully support the C&A process.
12. There are a number of external systems dependencies on CBP, including, but not limited to, International, Federal, state, local and Tribal law enforcement system dependencies.

B. Security

1. The contractor shall safeguard the Government's data security and the physical and data security of its operations and personnel. The contractor shall comply with all applicable security requirements not previously identified.
2. Contractor employees must have favorably adjudicated background investigation files prior to being given full access to CBP system and sensitive information.
3. Software solutions developed in support of SBInet will follow e-authentication guidelines issued by National Institute of Standards and Technology (NIST).

4. The contractor shall ensure its employees adhere to legal and contract requirements concerning U. S. citizenship or, if permitted, legal alien status. The following are the required Best Hiring Practices:
- a. Use the Basic Pilot Program for all hiring.
 - b. Establish an internal training program, with annual updates, on how to manage completion of Form I-9 (Employment Eligibility Verification Form) and on how to detect the fraudulent use of documents in the I-9 process.
 - c. Permit the I-9 and Basic Pilot Program process to be conducted only by individuals who have received this training - and include a secondary review as part of each employee's verification, to minimize the potential for a single individual to subvert the process.
 - d. Arrange for semi-annual I-9 audits by an external auditing firm or a trained employee not otherwise involved in the I-9 process.
 - e. Establish a self-reporting procedure for the reporting to ICE of any violations or discovered deficiencies.
 - f. Establish a protocol for responding to no-match letters received from the Social Security Administration.
 - g. Establish a Tip Line for employees to report activity relating to the employment of unauthorized aliens, and a protocol for responding to employee tips.
 - h. Designate a "Compliance Officer" to ensure that employment practices are in accordance with these best practices (only for employers with more than 50 employees).
 - i. Establish and maintain safeguards against use of the verification process for unlawful discrimination.
 - j. Establish a protocol for assessing the adherence to the "best practices" guidelines by the company's contractors/subcontractors.

C. Site

1. Office of Field Operations (OFO) and Office of Border Patrol (OBP) facilities, including POEs, are owned and/or managed by various Federal, municipal and private organizations, including the General Services Administration, municipal port authorities, and CBP. The contractor will operate within the DHS and CBP governance structures. This includes an advisory role to the SBI Program Executive Officer, the PMO, the SBInet Project Office and interaction with the appropriate change control board(s).
2. Flyover rights and permission shall be coordinated with the appropriate FAA and local authorizing entities.
3. Local, federal and state codes must be considered and complied with when accomplishing construction.
4. When required, certain regions and areas will require environmental impact assessment and compliance studies.
5. Policies, agreements and the governances dealing with Tribal lands and state and local governments must be adhered to.
6. To plan and execute construction of infrastructure and facilities along the specified border regions including POEs SBInet must interface with multiple government service providers including the U.S. Army Corps of Engineers and the General Services Administration.

[END OF SECTION C]

SECTION D**PACKAGING AND MARKING****D.1 PACKAGING, PACKING AND MARKING (MAR 2003)**

Material shall be packaged, packed and marked for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination.

Packages shall be clearly identified on the outer wrapping with the contract number and delivery/task order number, if applicable.

[End of Clause]

D.2 PRESERVATION, PACKAGING AND PACKING

All materials shipped or mailed under this contract shall be afforded the degree of preservation, packaging, and packing required to prevent deterioration and damage due to the hazards to which they may be subjected during shipment, handling, and storage. All preservation, packaging, and packing for shipment or mailing shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s). Materials and equipment shall be packaged in accordance with the Contractor's standard commercial practice to the degree required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Packages shall be adequately marked to ensure delivery to proper destinations without delay, and furnish notice of the existence of a warranty. A packing list will accompany each shipment.

[End of Clause]

D.3 DELIVERABLES MARKING

At a minimum, each shipping container shall be plainly and indelibly marked to show the following:

- (a) Consignee
- (b) Contract number
- (c) Delivery/ Task Order number
- (d) A brief description of the items
- (e) Quantity
- (f) Contractor's name
- (g) Warranty, and any other markings that may be given to the Contractor prior to delivery.

[End of Clause]

[END OF SECTION D]

SECTION E**INSPECTION AND ACCEPTANCE****E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

<http://farsite.hill.af.mil>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.246-2	AUG 1996	INSPECTION OF SUPPLIES --FIXED-PRICE
52.246-3	MAY 2001	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT
52.246-4	AUG 1996	INSPECTION OF SERVICES --FIXED-PRICE
52.246-5	APR 1984	INSPECTION OF SERVICES - COST-REIMBURSEMENT
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

[End of By-Reference Clauses]

E.2 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

☐ Title ISO 9001 Standards

Number _____

Date _____

Tailoring _____

☐ Title SEI CMM Level 3

Number _____

Date _____

Tailoring _____

☐ Title SEI CMMI Level 3

Number _____

Date _____

Tailoring _____

☐ Title _____

Number _____

Date _____

Tailoring _____

[End of Clause]

[END OF SECTION E]

SECTION F**DELIVERIES OR PERFORMANCE****F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

<http://farsite.hill.af.mil>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.242-14	APR 1984	SUSPENSION OF WORK
52.242-15	AUG 1989	STOP-WORK ORDER Alternate I (APR 1984)
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-29	FEB 2006	F.O.B. ORIGIN
52.247-33	FEB 2006	F.O.B. ORIGIN, WITH DIFFERENTIALS
52.247-34	NOV 1991	F.O.B. DESTINATION
52.247-55	JUN 2003	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY
52.247-58	APR 1984	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS

[End of By-Reference Clauses]

F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) Alternate I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within (to be provided with individual delivery/task orders) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than (to be provided with individual delivery/task orders). The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by (to be provided with individual delivery/task orders). The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

[End of Clause]

F.3 ORDERING OFFICE

Task/Delivery orders to be issued under the resultant contract shall be issued by the following Procurement office:

Department of Homeland Security

U.S. Customs and Border Protection
Office of Finance
Procurement Directorate
1300 Pennsylvania Avenue, NW, Suite 1310NP
Washington, DC 20229.

[End of Clause]

F.4 WAIVER OF DELIVERY SCHEDULE

None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the Government's right to terminate for default:

- (1) Delay by the Government in terminating for default
- (2) Acceptance of delinquent deliveries
- (3) Acceptance or approval of samples submitted either after default in delivery or in sufficient time for the Contractor to meet the delivery schedule.

Any assistance rendered to the Contractor under this contract or acceptance by the Government of delinquent goods or services hereunder will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of the Government to condone any delinquency, or as a waiver of any rights the Government may have under this contract.

[End of Clause]

F.5 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details. This data shall be informational only in character and this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

[End of Clause]

F.6 52.211-16 VARIATION IN QUANTITY (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.
- (b) The permissible variation shall be limited to:
 - 10 Percent increase
 - 10 Percent decreaseThis increase or decrease shall apply to individual orders issued under this contract.

[End of Clause]

F.7 TERM OF CONTRACT WITH OPTION(S) (MAR 2003)

The contract term shall be for a base period of three (3) years from the date of award plus three (3), (1) year option periods. Subject to the Government's option to extend the term of the contract in accordance with the clause entitled, "Option to Extend the Term of the Contract" FAR 52.217-9 contained herein.

[End of Clause]

F.8 PERIOD OF PERFORMANCE (MAR 2003)

The period of performance of this contract shall be from Date of Award (DOA) through the third (3rd) anniversary of the DOA, plus any exercised options.

[End of Clause]

F.9 PLACE OF PERFORMANCE -- GOVERNMENT AND CONTRACTOR SITE (MAR 2003)

The Contractor shall perform all work under this contract at the Government location(s) and contractor facility(ies) specified below:

GOVERNMENT LOCATION(S)

(Provided with individual delivery/task orders)

CONTRACTOR FACILITY(IES)

(Provided at time of award)

[End of Clause]

[END OF SECTION F]

SECTION G**CONTRACT ADMINISTRATION DATA****G.1 CONTRACTING OFFICER UNDER THIS CONTRACT**

Deborah L. Smith, Contracting Officer

Department of Homeland Security
U.S. Customs and Border Protection
Office of Finance
Procurement Directorate
1300 Pennsylvania Avenue, NW, Suite 1310NP
Washington, DC 20229

Email: deborah.l.smith@dhs.gov

Telephone: 202-344-2984

Fax: 202-344-3417.

[End of Clause]

G.2 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

[End of Clause]

G.3 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

G.4 SUBCONTRACTS/CONSULTANT ARRANGEMENTS (MAR 2003)

During the term of this contract, the Contractor shall obtain prior written authorization from the Contracting Officer for any additions, deletions or changes in subcontract/consultant arrangement entered into for the purpose of performing this contract effort. The Contractor shall furnish the Contracting Officer with the following specified items of information for any subcontract/consultant arrangement proposed subsequent to contract award.

- (a) Company name of each subcontractor, or the individual name in the case of independent consultants;
- (b) Names of each subcontractor corporate officers;
- (c) Name of each subcontractor's key personnel for this contract effort, including each individual's level of effort; and
- (d) Scope of work to be performed by each subcontractor/consultant.

CBP reserves the right to approve/disapprove proposed key subcontracts in task order negotiations, even if the contractor has an approved purchasing system. The CBP approval will be used to ensure competition is retained throughout the contract's lifecycle in a manner that provides the optimum solution in terms of cost, schedule, and performance.

The provisions of this clause do not preclude any requirements regarding subcontracts that may be set forth elsewhere in this solicitation/contract. Reference Clauses H.3, H.28, H.29, and I.1.

Questions regarding this requirement shall be directed to the Contracting Officer.

[End of Clause]

G.5 SUBMISSION OF INVOICE (MAR 2003)

One original and one (1) copy of the invoice/voucher document shall be submitted to the Contracting Officer's Technical Representative (the designated agency office) with a copy to the Contracting Officer/ Contract Administrator and a copy to DHS U.S. Customs and Border Protection, National Finance Center (Commercial Accounts), P.O. box 68908, Indianapolis, IN 46268.

[End of Clause]

[END OF SECTION G]

SECTION H**SPECIAL CONTRACT REQUIREMENTS****H.1 USE OF CONTRACTOR SUPPORT/ADVISORY PERSONNEL AS CONTRACT SPECIALISTS**

The offeror's attention is directed to the fact that contractor personnel will assist the Government in a contract specialist role for solicitation development, issuance, proposal receipt, proposal evaluation/analysis, and contract administration. The following companies that are contracted to provide the services listed above include: Acquisition Solutions, Inc. (ASI); Contracting Strategies, Inc. (Stratecon); Digital Intelligence Systems Corporation (Disys); Johns Hopkins University-Applied Physics Laboratory (APL-JHU); MITRE Corporation; Organizational Strategies, Inc. (OSI); and, Performance Management Consulting, Inc. (PMC); Submission of proposals in response to the solicitation constitutes approval to release the proposal to Government Support Contractors who have signed Non-Disclosure and Rules of Conduct/Conflict of Interest Statements.

[End of Clause]

H.2 OTHER AGENCY USE OF CONTRACT

The contract resulting from this solicitation will be for use by all components of DHS. Customs and Border Protection (CBP) Contracting Officers will issue orders against the contract, as required by other DHS organizations, pending the transfer of funds to CBP for the orders.

[End of Clause]

H.3 ORDERING PROCESSES AND PROCEDURES

Ordering of services and supplies under this contract shall be accomplished by the issuance of written orders specifying the types and quantities of services and/or supplies being ordered. All orders issued under this contract shall conform to the provisions of the contract clause in Section I entitled "Ordering". The only office authorized to issue orders under this contract is Customs and Border Protection Office of Procurement. The type of order will be based on the work to be performed. The Contractor is required to analyze and bring to the Contracting Officer's attention what impact the particular task will have on prior tasks and how the task fits into the overall SBInet Program.

H.3.1 General Process for Tasking

The general process for individual Delivery/Task orders is as follows:

- (a) Where appropriate to increase the value to the SBInet Program, the Contractor and SBInet may collaboratively define the tasking objectives and/or outcomes. The Contracting Officer may use these objectives and/or outcomes to compose Delivery/Task Order Statement(s) of Objectives or Statement(s) of Work for work under the contract. These collaboratively defined tasking objectives and/or outcomes should (1) correlate with the strategic objectives prescribed by the appropriate SBInet entity and (2) comply with the time-phased modernization planning.
- (b) The Contracting Officer will forward Delivery/Task Order Statement(s) of Objectives or Statement(s) of Work to the Contractor with a cover memorandum with the proposed delivery/task order-type of contract. The Delivery/Task Order Statements of Work will address the following areas: Background; Scope of Work, Description of Tasks; Government-Furnished Materials; Deliverables and Delivery Schedule; Performance Measures and Acceptance Criteria; Contractor-Furnished Materials, ODCs, and Travel; Period of Performance; Place of Performance; and Government Contacts.
- (c) The Contractor shall prepare and submit a Task Proposal addressing all areas of the requirement. The Contractor's Task Proposal shall detail the Statement of Work (if a Statement of Objectives is provided by the Government), management and technical approach to meet the requirements, Work Breakdown Structure, required Government Furnished Property (GFP)/Government Furnished Information (GFI) and an identification of the Contractor's proposed task order-type as part of a priced proposal. The

Contractor shall submit the Task Proposal within the time period specified in the Task Order Statement of Work or Task Order.

- (d) The Government requires fifteen (15) working days to conduct an evaluation of the proposal, and the Contracting Officer may conduct discussions and/or negotiations with the Contractor. The Contractor shall have fifteen (15) working days to make Government recommended changes to its proposal and the Government will have fifteen (15) working days after re-submittal for acceptance. Upon completion of final discussions and/or negotiations with the Contractor, the Contracting Officer will issue a written task order incorporating the Task Proposal.
- (e) Unless otherwise stated in a task order or approved by the Contracting Officer, all personnel proposed under an order shall commence work within ten (10) working days after the date the Contractor receives the order. The Contractor shall be responsive to the requirements of the Security Background Data section of this requirement to assist in the timely start date of Contractor personnel. The Contractor shall have the appropriate background investigation documents submitted to the Government within ten (10) working days of the effective date of the order, however the contractor is not required to have completed the background investigation.
- (f) FAR 52.232-20, Limitation of Cost and FAR 52.232-22, Limitation of Funds will operate at the CLIN of each Delivery/Task order vice at the Contract level.

H.3.2 Contractor's Task Proposal

The Contractor's Task Proposals shall demonstrate performance, timeliness for deliverables, and adherence to original budgeting, and show how the activities to be performed integrate into the overall Program. The Contractor may propose the type of contract for the new work, and the Government will consider proposed alternate pricing arrangements. If a different type of contract/pricing arrangement is proposed, then the Contractor must provide rationale documenting why an alternative pricing approach is more advantageous to the Government. The Government is interested in assuring that performance risk is properly allocated between the Government and the Contractor, creative incentives and meaningful penalties may be proposed.

The Contractor's Task Order proposal shall consist of the following elements:

- (a) Proposed Solution: A narrative description of the Contractor's solution-plans for performance, technical approach, and any issues. The Contractor shall describe how activities in each task integrate into the overall SBInet Program. The Contractor shall present and describe any assumptions relied on in developing the Task Order proposal (both technical and cost). The Contractor shall describe in great detail the competitive process either utilized or planned to be utilized to obtain supplies or services from subcontractors.
- (b) Detailed Task Order Project Plan: The plan shall describe how the Contractor will accomplish this task. This shall include, but is not limited to, a description of each task and identification of work products and their delivery dates. The Project Plan shall include:
 - (1) Government Resources: A detailed breakdown of the Government resources, including but not limited to systems, personnel, and facilities that the Contractor requires in order to accomplish the task.
 - (2) Performance Measures: This section of the Contractor's Task Proposal shall propose performance measures applicable to the task and across the SBInet Program. This section shall recommend measurement and reporting methods for measures unique to the task. This section also shall identify any proposed deviations from the DHS Enterprise Architecture or Contractor Software Development Life Cycle, as appropriate. The extent of competition in subcontracting and the robustness of the Contractor's Make or Buy program as applied to the task must be included as performance measures.
 - (3) Task Order Staffing: The Contractor shall describe its staffing plan for each task. This shall include teaming partners and subcontractors, if any; roles and responsibilities; and staffing levels.
 - (4) Location: The Contractor shall provide a detailed description of the location where proposed personnel will perform the task.

- (5) Small, HUBZone Small, Small Disadvantaged, Service Disabled Veteran Owned Small Business, Veteran Owned Small Business, and Women-owned Business Subcontracting Data: The Contractor shall include, in accordance with its Subcontracting Plan, the appropriate percentage and dollar value of qualifying subcontracted work.
- (6) Subcontracting and Make-or Buy Program: The Contractor shall provide its subcontracting plan, ensuring that competition will be utilized. The plan shall detail all Market Research conducted or planned and the source selection procedures employed or planned. The Contractor shall detail its Make or Buy Program as applied to this Task.
- (7) The extent of actual or planned price competition for subcontract, and the source selection criteria that supports a subcontract award at other than the lowest price available.
- (8) Make or Buy program price analysis for his task.
- (c) Work Breakdown Structure and Schedule
- (d) Cost/Price Proposal: The Contractor shall provide a detailed Cost/Price Proposal that is directly linked to achievement of the proposed efforts, performance measures, schedule, and cost efficiencies. Each Cost/Price Proposal shall include the following supplemental information in sufficient detail to allow the Government to perform price and/or cost analyses:
 - (1) Key assumptions or price drivers (e.g., Government-furnished Equipment; Government-furnished Information, etc.)
 - (2) The proposed task order type should include proposed monetary and other incentives that will help ensure control of cost, schedule and performance.
 - (3) CBP has a preference for task orders with quantitative incentives, including cost sharing for cost over / underruns on cost-type task orders, and monetary (dis)incentives for schedule over / underruns. This is a performance based contract, and it is imperative that task orders demonstrate measurable results, rather than best efforts.
 - (4) Basis for task order labor rates. The contractor shall justify the proposed task order type, including how the task order type and fee/incentive structure best positions the task order for cost, schedule, and performance success.
 - (5) Current forward pricing rate proposals, agreements, or equivalent basis of estimate for direct and indirect rates.
 - (6) Justification for proposed risk factors and fees.
 - (7) Summary of cost model modifications.
 - (8) Basis of Estimate (BOE) that delineates the basis of all direct resources proposed. The BOEs shall include the rationale for proposing the level of labor, travel, ODCs, or material proposed by lowest level WBS. Each BOE shall provide full and complete justification for only one WBS.
- (e) Each task order proposal must specifically identify any aspect of the proposal that may have any intellectual property or data rights restrictions. This includes rights issues that may affect the Government's ability to competitively obtain any portion of the Contractor's plan, including follow-on operation and maintenance of any part of the proposed solution.
- (f) Resumes: The Contractor shall identify all key personnel and provide resumes of all key personnel not previously identified. For any changes in assignments of key personnel within the Contract, the Contractor shall assess the impact on other tasks. The Contractor shall submit all documentation necessary for all personnel background investigations.
- (g) Deliverables and Acceptance Criteria.

[End of Clause]

H.4 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by (Provided with individual delivery/task orders).

(b) Weather conditions

(Provided with individual delivery/task orders)

(c) Transportation facilities

(Provided with individual delivery/task orders)

[End of Clause]

H.5 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (DEC 2003)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission. The security requirements include, but are not limited to, how the Department of Homeland Security's sensitive information is to be handled and protected at the Contractor's site, (including any information stored, processed, or transmitted using the Contractor's computer systems), the background investigation and/or clearances required, and the facility security required. This requirement includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public, (e.g. such as bypassing a firewall).

(b) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and a certification that all DHS information has been purged from any contractor-owned system used to process DHS information. Organizational elements shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(c) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), and the Government Information Security Reform Act of 2000, and the Federal Information Security Management Act of 2002. The plan shall meet IT security requirements in accordance with Federal policies and procedures that include, but are not limited to OMB Circular A-130, Management of Federal Information Resources, Appendix III, and Security of Federal Automated Information Resources;

(d) Within 30 days after contract award, the contractor shall submit for approval an IT Security Plan. This plan shall be consistent with and further detail the approach contained in the offeror's proposal or quote that resulted in

the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

- (e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will be according to the criteria of the Homeland Security Information Technology Security program Publication, DHS MD 4300.Pub., Volume I, Policy Guide, Part A, Sensitive Systems, which is available from the Contracting Officer upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The contractor shall comply with the approved accreditation documentation.

[End of Clause]

H.6 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (DEC 2003)

- (a) Prohibitions.

Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause.

The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

- (b) Definitions. As used in this clause:

"Expanded Affiliated Group" means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting "more than 50 percent" for "at least 80 percent" each place it appears.

"Foreign Incorporated Entity" means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, Public Law 107-296, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

"Inverted Domestic Corporation." A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)--

- (1) The entity completes after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

"Person", "domestic", and "foreign" have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

- (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

- (1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

- (i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, Public Law 107-296.
- (2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) Special rule for related partnerships. For purposes of applying section 835(b) of Public Law 107-296 to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
- (e) Treatment of Certain Rights.
 - (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
 - (i) Warrants;
 - (ii) Options;
 - (iii) Contracts to acquire stock;
 - (iv) Convertible debt instruments;
 - (v) Others similar interests.
 - (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.
- (f) Disclosure. By signing and submitting its offer, an offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002.
- (g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

[End of Clause]

H.7 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

(Provided at time of award)

[End of Clause]

H.8 3052.216-71 DETERMINATION OF AWARD FEE (DEC 2003)

- (a) The Government shall evaluate contractor performance at the end of each specified evaluation period(s) to determine the amount of award. The contractor agrees that the amount of award and the award fee methodology are unilateral decisions to be made at the sole discretion of the Government.
- (b) Contractor performance shall be evaluated according to a Performance Evaluation Plan. The contractor shall be periodically informed of the quality of its performance and areas in which improvements are expected.
- (c) The contractor shall be promptly advised, in writing, of the determination and reasons why the award fee was or was not earned. The contractor may submit a performance self-evaluation for each evaluation period. The amount of award is at the sole discretion of the Government but any self-evaluation received within 30 days after the end of the current evaluation period will be given such consideration, as may be deemed appropriate by the Government.
- (d) The Government may specify that a fee not earned during a given evaluation period may be accumulated and be available for allocation to one or more subsequent periods. In that event, the distribution of award fee shall be adjusted to reflect such allocations.

[End of Clause]

H.9 EARNED VALUE MANAGEMENT

In accordance with OMB Circular A-11, the Government will use Earned Value Management (EVM) to monitor tasks under SBInet. The Contractor shall provide EVM that meets the criteria as defined in the current American National Standards Institute/Electronic Industries Alliance (ANSI/EIA) Standard 748-1998, Earned Value Management Systems, approved May 19, 1998.

Task orders (TO) in support of programs that have assets in the development, modernization, or enhancement phase will require the use of EVM to measure the cost, schedule, and performance of those assets against the established baseline. For task orders that are greater than or equal to \$5M, the Government requires full compliance with the ANSI/EIA Standard 748 (1998) guidelines, with self-verification. For those task orders that are less than \$5M but greater than or equal to \$1M, the Government requires compliance to a specific subset of the ANSI-748 guidelines, with self-verification. For task orders that are under \$1M annual cost, Earned Value Management is at the discretion of the Program Manager. The Contractor shall self-verify the compliance of its system. The Government reserves the right to apply the higher alternative EVM standard to Prime Contractors with multiple task orders with a total cumulative value greater than \$5M and greater than \$1M. The Government reserves the right to obtain independent verification of a Prime Contractor's EVM system.

The following section provides the basic requirements thresholds while specific application will be determined by the Government at the task order level based on value, risk, and the nature of the work to be performed.

	Task Order Level	Cost-based Task Order	Applicable Fixed Price Task Order	ANSI Standard-748 Compliance	Applicable Contract Provision
Alternative I	>= \$5M	Yes	Yes	* Full	H.9.1

				* Self-verified EVMS	
Alternative II	>= \$1M, <\$5M	Yes	Yes	* Mandatory Subset of ten Guidelines * Self-verified EVMS	H.9.2
Alternative III	< \$1M	Discretionary	Discretionary	* Discretionary * Up to Subset of ten if used	H.9.3

[End of clause]

H.10 EARNED VALUE MANAGEMENT - ALTERNATIVE I

(See Section H.9 for Applicability)

- (a) In the performance of the TO, the Contractor shall use an earned value management system (EVMS) that complies with the criteria provided in ANSI/EIA-748, appropriately tailored to the task order and has been self verified.
- (b) If at any time during performance of the TO the self verification is determined to be defective, the Contractor shall correct the defect at no additional cost to the government.
- (c) The Contractor shall participate in integrated baseline reviews. Such reviews shall be scheduled as early as practicable and should be conducted within 90 calendar days after (1) task order award, (2) the exercise of significant task order options, or (3) the incorporation of major modifications. The objective of the integrated baseline review is for the Government and the Contractor to jointly assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.
- (d) The Contractor shall provide the Cost Performance Report in the format specified in Section J, Attachment 7 in accordance with the requirements of this task order.
- (e) The Contractor shall provide an Integrated Master Schedule as part of each EVMS report.
- (f) The approved EVMS shall only be modified by written bilateral modification to the task order.
- (g) The Contractor agrees to provide access to all pertinent records and data requested by the TO Contracting Officer or duly authorized representative to validate and verify the accuracy and completeness of the EVMS data and ensure that the EVMS complies, and continues to comply, with the ANSI/EIA-748 standard referenced in paragraph (a) of this clause.

[End of clause]

H.11 EARNED VALUE MANAGEMENT - ALTERNATIVE II

(See Section H.9 for Applicability)

- (a) In the performance of the TO, the Contractor shall use an earned value management system (EVMS) that complies with the following ten (10) Intent Guidelines provided in ANSI/EIA-748, appropriately tailored to the task order, and has been self verified.
- (1) EVM Intent Guideline 1: Define the authorized work elements for the program. A work breakdown structure (WBS), tailored for effective internal management control, is commonly used in this process.
 - (2) EVM Intent Guideline 2: Identify the program organizational structure, including the major subcontractors responsible for accomplishing the authorized work, and define the organizational elements in which work will be planned and controlled.
 - (3) EVM Intent Guideline 3: Provide for the integration of the company's planning, scheduling, budgeting, work authorization and cost accumulation processes with each other and, as appropriate, the program WBS and the program organizational structure.

- (4) EVM Intent Guideline 6: Schedule the authorized work in a manner which describes the sequence of work and identifies the significant task interdependencies required to meet the requirements of the program.
- (5) EVM Intent Guideline 7: Identify physical products, milestones, technical performance goals or other indicators that will be used to measure progress.
- (6) EVM Intent Guideline 8: Establish and maintain a time-phased budget baseline, at the control account level, against which program performance can be measured. Initial budgets established for performance measurement will be based on either internal management goals or the external customer-negotiated target cost, including estimates for authorized but undefinitized work. Budget for far-term efforts may be held in higher level accounts until an appropriate time for allocation at the control account level. On government contracts, if an over-target baseline is used for performance measurement reporting purposes; prior notification must be provided to the customer.
- (7) EVM Intent Guideline 16: Record direct costs in a manner consistent with the budgets in a formal system controlled by the general books of account.
- (8) EVM Intent Guideline 22: At least on a monthly basis, generate the following information at the control account and other levels as necessary for management control using actual cost data from, or reconcilable with, the accounting system:
 - (a) Comparison of the amount of planned budget and the amount of budget earned for work accomplished. This comparison provides the schedule variance.
 - (b) If at any time during performance of the TO the self verification is determined to be defective, the Contractor shall correct the defect at no additional cost to the government.
- (9) EVM Intent Guideline 27: Develop revised estimates of cost at completion based on performance to date, commitment values for material, and estimates of future conditions. Compare this information with the performance measurement baseline to identify variances at completion important to company management and any applicable customer reporting requirements including statements of funding requirements
- (10) EVM Intent Guideline 28: Incorporate authorized changes in a timely manner, recording the effects in budgets and schedules. In the directed effort prior to negotiation of a change, base such revisions on the amount estimated and budgeted to the program organizations
- (b) If at any time during performance of the TO, the self verification is determined to be defective, the Contractor shall correct the defect at no additional cost to the government
- (c) The Government requires integrated baseline reviews. Such reviews shall be scheduled as early as practicable and should be conducted within ninety (90) calendar days after (1) task order award, (2) the exercise of significant task order options, or (3) the incorporation of major modifications. The objective of the integrated baseline review is for the Government and the Contractor to jointly assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.
- (d) The Contractor shall provide the Cost Performance Report in accordance with the requirements of this task order.
- (e) The Contractor shall provide an Integrated Master Schedule as part of each EVMS report.
- (f) The approved EVMS shall only be modified by written bilateral modification to the task order.
- (g) The Contractor agrees to provide access to all pertinent records and data requested by the TO Contracting Officer or duly authorized representative to validate and verify the accuracy and completeness of the EVMS data and ensure that the EVMS complies, and continues to comply, with the ANSI/EIA-748 standard referenced in paragraph (a) of this clause.

[End of clause]

H.12 EARNED VALUE MANAGEMENT - ALTERNATIVE III

(See Section H.9 for Applicability)

- (a) In the performance of the TO, the Contractor shall use an earned value management system (EVMS) that complies with up to ten (10) of the criteria listed below appropriately tailored to the TO and has been self verified.

- (1) EVM Intent Guideline 1: Define the authorized work elements for the program. A work breakdown structure (WBS), tailored for effective internal management control, is commonly used in this process
 - (2) EVM Intent Guideline 2: Identify the program organizational structure, including the major subcontractors responsible for accomplishing the authorized work, and define the organizational elements in which work will be planned and controlled
 - (3) EVM Intent Guideline 3: Provide for the integration of the company's planning, scheduling, budgeting, work authorization and cost accumulation processes with each other and, as appropriate, the program WBS and the program organizational structure
 - (4) EVM Intent Guideline 6: Schedule the authorized work in a manner which describes the sequence of work and identifies the significant task interdependencies required to meet the requirements of the program
 - (5) EVM Intent Guideline 7: Identify physical products, milestones, technical performance goals or other indicators that will be used to measure progress
 - (6) EVM Intent Guideline 8: Establish and maintain a time-phased budget baseline, at the control account level, against which program performance can be measured. Initial budgets established for performance measurement will be based on either internal management goals or the external customer-negotiated target cost, including estimates for authorized but undefinitized work. Budget for far-term efforts may be held in higher level accounts until an appropriate time for allocation at the control account level. On government contracts, if an over-target baseline is used for performance measurement reporting purposes; prior notification must be provided to the customer.
 - (7) EVM Intent Guideline 16: Record direct costs in a manner consistent with the budgets in a formal system controlled by the general books of account
 - (8) EVM Intent Guideline 22: At least on a monthly basis, generate the following information at the control account and other levels as necessary for management control using actual cost data from, or reconcilable with, the accounting system:
 - (a) Comparison of the amount of planned budget and the amount of budget earned for work accomplished. This comparison provides the schedule variance.
 - (b) If at any time during performance of the TO the self verification is determined to be defective, the Contractor shall correct the defect at no additional cost to the government.
 - (9) EVM Intent Guideline 27: Develop revised estimates of cost at completion based on performance to date, commitment values for material, and estimates of future conditions. Compare this information with the performance measurement baseline to identify variances at completion important to company management and any applicable customer reporting requirements including statements of funding requirements.
 - (10) EVM Intent Guideline 28: Incorporate authorized changes in a timely manner, recording the effects in budgets and schedules. In the directed effort prior to negotiation of a change, base such revisions on the amount estimated and budgeted to the program organizations.
- (b) If at any time during performance of the task order, the self verification is determined to be defective, the Contractor shall correct the defect at no additional cost to the government.
 - (c) The Government requires integrated baseline reviews. Such reviews shall be scheduled as early as practicable and should be conducted within 90 calendar days after (1) task order award, (2) the exercise of significant task order options, or (3) the incorporation of major modifications. The objective of the integrated baseline review is for the Government and the Contractor to jointly assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks
 - (d) The Contractor shall provide the Cost Performance Report in accordance with the requirements of the task order.
 - (e) The Contractor shall provide an Integrated Master Schedule as part of each EVMS report.
 - (f) The approved EVMS shall only be modified by written bilateral modification to the task order.

- (g) The Contractor agrees to provide access to all pertinent records and data requested by the TO Contracting Officer or duly authorized representative to validate and verify the accuracy and completeness of the EVMS data and ensure that the EVMS complies, and continues to comply, with the criteria referenced in paragraph (a) of this clause.

[End of clause]

H.13 3052.216-72 PERFORMANCE EVALUATION PLAN (DEC 2003)

- (a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor 30 calendar days prior to the start of the first evaluation period.
- (b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.
- (c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

[End of Clause]

H.14 3052.216-73 DISTRIBUTION OF AWARD FEE (DEC 2003)

- (a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts:

To Be Determined
- (b) Payment of the base fee and award fee shall be made, provided that after payment of 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less.
- (c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a pro rata distribution associated with evaluation period activities or events as determined by the Government.
- (d) The Government will promptly make payment of any award fee upon the submission by the contractor to the contracting officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

[End of Clause]

H.15 3052.219-71 DHS MENTOR-PROTEGE PROGRAM (DEC 2003)

- (a) Large businesses are encouraged to participate in the DHS Mentor-Protege program for the purpose of providing developmental assistance to eligible small business protege entities to enhance their capabilities and increase their participation in DHS contracts.
- (b) The program consists of:
 - (1) Mentor firms, which are large prime contractors capable of providing developmental assistance;
 - (2) Protege firms, which are small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small business concerns; and

- (3) Mentor-Protege agreements, approved by the DHS OSDDBU.
- (c) Mentor participation in the program means providing business developmental assistance to aid Protege in developing the requisite expertise to effectively compete for and successfully perform DHS contracts and subcontracts.
- (d) Large business prime contractors, serving as mentors in the DHS mentor-protege program, are eligible for a post-award incentive for subcontracting plan credit by recognizing costs incurred by a mentor firm in providing assistance to a protege firm and using this credit for purposes of determining whether the mentor firm attains a subcontracting plan participation goal applicable to the mentor firm under a DHS contract. The amount of credit given to a mentor firm for these protege developmental assistance costs shall be calculated on a dollar for dollar basis and reported via the SF-295; for example, the mentor/large business prime contractor reports a \$10,000 subcontract to the protege/small business subcontractor and \$5,000 of developmental assistance to the protege/small business subcontractor as \$15,000 (\$10,000 traditional subcontract plus \$5,000 in developmental assistance for a total of \$15,000).
- (e) Contractors interested in participating in the program are encouraged to contact the DHS OSDDBU for more information.

[End of Clause]

H.16 3052.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

[End of Clause]

H.17 3052.222-71 STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY (DEC 2003)

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

[End of Clause]

H.18 INSURANCE UNDER COST REIMBURSABLE CONTRACTS (MAR 2003)

Pursuant to FAR 28.307-1, prior to purchasing insurance under a group insurance plan, the Contractor must submit the plan to the Contracting Officer for approval.

Any change in benefits provided under an approved plan that can be reasonably be expected to increase significantly the cost to the Government requires similar approval.

Any plan submitted must provide for the Government to share in any premium refunds or credits paid or otherwise provided to the contractor. In determining the Government's share in any refunds or credits, consideration shall be given to any special reserves or other refunds to which the contractor may be entitled in the future.

[End of Clause]

H.19 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

H.20 SECURITY PROCEDURES (MAY 2003)

A. Controls

The Contractor shall comply with the U.S. Bureau of Customs and Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.

B. Identification Badges

All Contractor employees shall be required to wear identification badges when working in Government facilities.

C. Security Background Data

A Contractor employee shall not begin working under the contract until the entire background investigation (BI) is completed with approval from CBP, Security Programs Division. Exceptions to this requirement will be handled on a case-by-case basis, and access to facilities, systems, data, etc. will be limited until the individual is cleared. Contractor employee personnel hired to work within the United States or its territories and possessions that require access to CBP facilities, information systems, security items and products, and/or sensitive but unclassified information shall either be U.S. citizens or have lawful permanent resident status.

The following security screening requirements apply to both U. S. citizens and lawful permanent residents who are hired as Contractor personnel. All personnel employed by the Contractor or responsible to the Contractor for the performance of work hereunder shall either currently possess or be able to favorably pass a background investigation. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, and date of birth of these people who claim to have successfully passed a background investigation by the CBP, or submit such information and documentation as may be required by the Government to have a BI performed for all personnel. The information must be correct and be reviewed by a Customs Official for completeness. Normally this shall consist of SF-85P, "Questionnaire for Public Trust Positions;" FD-258, "Fingerprint Chart;" and a Financial Statement.

Failure of any Contractor personnel to pass a BI means that the Contractor has failed to satisfy the contract's requirement to provide cleared personnel. The continuing failure to meet the requirement to provide cleared personnel is grounds for termination of the contract, unless cleared personnel are timely provided as replacements. The Contractor must provide a qualified replacement capable of passing a BI for any person who fails to successfully pass a BI. This policy also applies to any personnel hired as replacements during the term of the contract. The Contracting Officer must approve all personnel replacements.

Estimated completion of the investigation is approximately ninety (90) to one-hundred twenty (120) days from the date the completed forms are received in the Security Programs Division.

D. Notification of Personnel Changes

The Contractor shall notify the Contracting Officer's Technical Representative and the Contracting Officer via phone, FAX, or electronic transmission, no later than one work day after any personnel changes occur. Written confirmation is required for phone notification. This includes, but is not limited to, name changes, resignations, terminations, and reassignments (i.e., to another contract.)

The Contractor shall notify the OIT Information Systems Security Branch (ISSB) of any change in access requirements for its employees no later than one day after any personnel changes occur. This includes name changes, resignations, terminations, and transfers to other Contractors. The Contractor shall provide the following information to OIT ISSB at TEL: (703) 921-6116 and FAX (703) 921-6570: full name, social security number, effective date, and reason for change.

E. Separation Procedures

In accordance with Customs Directive No. 51715-006, "Separation Procedures for Contractor Employees," the Contractor is responsible for ensuring that all separating employees complete relevant portions of the Contractor Employee Separation Clearance, Customs Form 242. This requirement covers all Contractor employees who depart while a contract is still active (including resignation, termination, etc.) or upon final contract completion. Failure of a Contractor to properly comply with these requirements shall be documented and considered when completing Contractor Performance Reports.

F. General Security Responsibilities During Performance

The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various CBP regulations pertaining thereto, good business practices, and the specifications, directives, and manuals for conducting work to generate the products as required by this contract. Personnel will be responsible for the physical security of their area and government furnished equipment (GFE) issued to them under the provisions of the contract.

G. Non-Disclosure Agreements

When determined to be appropriate, Contractor employees may be required to execute a non-disclosure agreement as a condition to access of sensitive but unclassified information.

[End of Clause]

H.21 DISCLOSURE OF INFORMATION (MAR 2003)

A. General

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

B. Technical Data Rights

The Contractor shall not use, disclose, reproduce, or otherwise divulge or transfuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

C. Privacy Act

In performance of this contract the Contractor assumes the responsibility for protecting the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or its employees.

[End of Clause]

H.22 TRAVEL (MAR 2003)

Travel and per diem rates for reimbursement purposes shall be in accordance with acceptable accounting procedures, the Federal Travel Regulations, and the Federal Acquisition Regulation (FAR) 31.205-46.

[End of Clause]

H.23 NON-PERSONAL SERVICE (MAR 2003)

1. The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 93-1.
2. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.
3. The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees **are not** employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:
 - (a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. The applicable employee supervisor shall give all individual employee assignments and daily work direction.
 - (b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company for which they work.
 - (c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be direction to change their contract, it should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.
4. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.
5. Rules, regulations directives and requirements which are issued by U.S. Customs and Border Protection (CBP) under its responsibility for good order, administration and security are applicable to all personnel who enter CBP installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

[End of Clause]

H.24 HOLIDAYS AND ADMINISTRATIVE LEAVE (MAR 2003)

U.S. Customs and Border Protection (CBP) personnel observe the following days as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Any other day designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on site under this contract with CBP on holidays set forth above. The contractor will not charge any holiday as a direct charge to the contract. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event CBP grants administrative leave to its Government employees, at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the Contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries and wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work; otherwise, costs incurred because of site closure are reimbursable as indirect cost in accordance with the Contractor's established accounting policy.

[End of Clause]

H.25 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (MAR 2003)

The Contractor will ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs and Border Protection (CBP) contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees.

The Contractor will ensure that its personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]
[Position or Professional Title]
[Company Name]
Supporting the XXX Division/Office...
Bureau of Customs and Border Protection
[Phone]
[FAX]
[Other contact information as desired]

[End of Clause]

H.26 MEETINGS/CONFERENCES

Pre-award meetings or conferences may be necessary to resolve problems and to facilitate understanding of the technical requirements of the contract or task orders. All costs associated with attendance at pre-award meetings/conferences shall be incidental to the contract and not separately billed.

[End of Clause]

H.27 POST AWARD CONFERENCE

A post-award conference may be held within ten (10) business days after contract award. If held, the Contractor shall participate in this conference. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and to identify and resolve potential problems (see FAR Subpart 42.5).

[End of Clause]

H.28 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) (DEVIATION)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause --

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

"Direct Subcontract Award" means a subcontract award that is identified with the performance of one or more specific Government contracts.

"Indirect Subcontract Award" means a subcontract award which, because of incurrence for common or joint purposes, is not identified with one or more specific Government contracts. Such subcontract awards are related to Government contract performance but remain for allocation after direct subcontract awards have been determined and identified to specific Government contracts.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The

subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
- (2) A statement of --
 - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
 - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
 - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
 - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database's (CCR's) Dynamic Small Business Search function, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR's Dynamic Small Business Search function, as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, Service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR's Dynamic Small Business Search function as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;

- (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will --
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit the Individual Subcontract Report, and/or the Summary Subcontract Report, in accordance with paragraph (j) of this clause, using the web-based Electronic Subcontracting Reporting System (eSRS, at <http://www.esrs.gov>). The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions in eSRS as supplemented by agency regulations.
 - (iv) Ensure that its subcontractors with subcontracting plans agree to submit the Individual Subcontract Report and/or the Summary subcontract Report using eSRS.
 - (v) Provide the prime contract number, the order number, if applicable, and the prime contractor's DUNS number and to all first-tier subcontractors with subcontracting plans so they can enter this information into eSRS with its reports; and
 - (vi) Ensure that all subcontractors with subcontracting plans under the flow-down requirements of subparagraph (d)(9) above, at every tier, provide the prime contract number, the order number, if applicable, and its own DUNS number to all of its subcontractors with subcontracting plans.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., CCR's Dynamic Small Business Search function), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --
 - (A) Whether small business concerns were solicited and, if not, why not;

- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact --
- (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through --
- (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
 - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

- (1) The master plan has been approved;
 - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with --
- (1) The clause of this contract entitled "Utilization of Small Business Concerns;" or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the Individual Subcontract Report and the Summary Subcontract Report as described below using the web-based eSRS (<http://www.esrs.gov>). Neither report is required from small businesses.

These reports collect subcontract award data from prime contractors/subcontractors that: (a) hold one or more contracts over \$500,000 (over \$1,000,000 for construction of a public facility); and (b) are required to report subcontracts awarded to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone Small Business (HUBZone SB), Veteran-Owned Small Business (VOSB) and Service-Disabled Veteran-Owned Small Business concerns under a subcontracting plan. Purchases from a corporation, company, or subdivision that is an affiliate of the prime/subcontractor are not included in these reports. Subcontract award data reported on these forms by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors. Credit cannot be taken for awards made to lower tier subcontractors:

- (1) Individual Subcontract Report. This report is not required for commercial subcontracting plans, except as noted below. The report is required for each contract containing a subcontracting plan and must be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer if no ACO is assigned, semi-annually during contract performance for the periods ended March 31 and September 30. A separate report is also required for each contract at contract completion. Reports are due 30 days after the close of each reporting period unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the inception of the previous report. The authority to accept or reject the Individual Subcontract Report resides with:
 - (A) In the case of the prime contractor, it resides with the Government agency responsible for administering the prime contract; and
 - (B) In the case of a subcontractor with a subcontracting plan under the flow-down requirements in subparagraph (d)(9) above, it resides with the prime contractor or higher-tier subcontractor that awarded the subcontract.
- (2) Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted annually using eSRS for the twelve months ending September 30th, except for contracts covered by an approved commercial plan. If the reporting activity is covered by a commercial plan, the reporting activity must report annually using eSRS all subcontract awards under that plan. Reports for other than commercial plans are due 30 days after the close of each reporting period. Commercial plan reports are due 30 days after the end of the contractor's fiscal year for all Government contracts in effect during that period:

- (A) The report must be submitted on a corporate, company or subdivision (e.g. plant or division operating on a separate profit center basis), unless otherwise directed by the agency awarding the contract. If a prime contractor/subcontractor is performing work for more than one Federal agency, a separate report shall be submitted via eSRS to each agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$500,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan;
 - (B) The annual report submitted by organizations having an approved commercial plan shall include all subcontracting activity under commercial plans in effect during the year and shall be submitted in addition to the required reports for other-than-commercial plans, if any;
 - (C) The authority to accept or reject Summary Subcontract Reports in eSRS, including Summary Subcontract Reports submitted by subcontractors with subcontracting plans under the flow-down requirements in subparagraph (d)(9) above, resides with the Government agency awarding the prime contract; however, the authority to accept or reject Summary Subcontract Reports for commercial plans resides with the Contracting Officer who approved the commercial plan; and
 - (D) The contractor shall maintain a hard copy of the Summary Subcontract Report signed by its Chief Executive Officer on file for four (4) years from the ending date of the reporting period.
- (3) Contractors with approved commercial plans who wish to take advantage of eSRS' lower-tier reporting capability may voluntarily submit the semi-annual Individual Subcontract Report for one or more contracts covered by their commercial plan may require their other-than-small subcontractors to submit a semi-annual Individual Subcontract Report for the same contract(s). No Contracting Officer or other Government official shall require a contractor with an approved commercial plan to submit the semi-annual Individual Subcontract Report if the contractor does not wish to do so.
- (4) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, using eSRS, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. eSRS will prompt contractors to submit this report when they complete their year-end Summary Subcontract Report, but it will allow them to submit it at a later date if the data is not available when the year-end Summary Subcontract Report is submitted. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

[End of Clause]

H.29 SUBCONTRACTING APPROVAL

Due to the wide diversity of services and supplies contemplated under this contract, and the rapidly changing nature of technology, the Contractor is encouraged to continuously review the market place for companies that provide new and innovative products and services from which to team / subcontract.

The use of subcontractors will be individually evaluated and approved for each Task Order to determine if that subcontract is effective in terms of cost, schedule, and performance.

The Contractor is required to conduct Market Research to arrive at the most suitable approach to acquiring, distributing, and supporting supplies or services.

The Contractor shall employ competition for all subcontracts in accordance with FAR 52.244-5. The Contractor is required to submit a report that specifically describes the extent of competition utilized for each subcontract awarded not later than 30 days after subcontract award.

In accordance with FAR 52.244-2, Subcontracts, if the Contractor does not have an approved purchasing system the Contractor shall obtain written Contracting Officer consent prior to subcontracting.

[End of Clause]

[END OF SECTION H]

PART II - CONTRACT CLAUSES**SECTION I****CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>
<http://farsite.hill.af.mil>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
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I.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)--CONTINUED

The full text of the Homeland Security Acquisition Manual and Homeland Security Acquisition Regulations may be accessed electronically at the following address:

http://www.dhs.gov/dhspublic/interapp/editorial/editorial_0419.xml

[End of Clause]

52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT Alternate I (OCT 1995)
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS Alternate II (APR 1984)
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.204-9	JAN 2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.207-3	NOV 1991	RIGHT OF FIRST REFUSAL OF EMPLOYMENT
52.208-9	JUL 2004	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES
52.209-3	SEP 1989	FIRST ARTICLE APPROVAL-- CONTRACTOR TESTING
52.209-4	SEP 1989	FIRST ARTICLE APPROVAL-- GOVERNMENT TESTING
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION Alternate I (JAN 1997)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION Alternate II (APR 1998)
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS
52.216-5	OCT 1997	PRICE REDETERMINATION - PROSPECTIVE
52.216-6	OCT 1997	PRICE REDETERMINATION--RETROACTIVE
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
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52.216-16	OCT 1997	INCENTIVE PRICE REVISION - FIRM TARGET
52.216-17	OCT 1997	INCENTIVE PRICE REVISION - SUCCESSIVE TARGETS Alternate I (APR 1984)
52.217-6	MAR 1989	OPTION FOR INCREASED QUANTITY
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52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JUL 2005	SMALL BUSINESS SUBCONTRACTING PLAN
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52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
52.222-3	JUN 2003	CONVICT LABOR
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52.222-7	FEB 1988	WITHHOLDING OF FUNDS
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52.222-9	JUL 2005	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	JUL 2005	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATION - DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
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52.222-19	JAN 2006	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-20	DEC 1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222-26	APR 2002	EQUAL OPPORTUNITY Alternate I (FEB 1999)

52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	JUL 2005	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-44	FEB 2002	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT
52.222-47	MAY 1989	SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS
52.222-48	AUG 1996	EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT--CONTRACTOR CERTIFICATION
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA Alternate I (JUL 1995)
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52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
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52.225-1	JUN 2003	BUY AMERICAN ACT--SUPPLIES
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52.225-3	JAN 2006	BUY AMERICAN ACT--FREE TRADE AGREEMENTS--ISRAELI TRADE ACT Alternate II (JAN 2004)
52.225-5	JAN 2006	TRADE AGREEMENTS
52.225-8	FEB 2000	DUTY-FREE ENTRY
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-14	FEB 2000	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT
52.225-15	FEB 2000	SANCTIONED EUROPEAN UNION COUNTRY END PRODUCTS
52.226-1	JUN 2000	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-9	APR 1984	REFUND OF ROYALTIES
52.227-10	APR 1984	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER
52.227-11	JUN 1997	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM)
52.227-14	JUN 1987	RIGHTS IN DATA - GENERAL
52.227-17	JUN 1987	RIGHTS IN DATA - SPECIAL WORKS
52.227-18	JUN 1987	RIGHTS IN DATA--EXISTING WORKS
52.227-19	JUN 1987	COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS
52.227-21	JAN 1997	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT - MAJOR SYSTEMS
52.227-22	JUN 1987	MAJOR SYSTEM - MINIMUM RIGHTS
52.228-5	JAN 1997	INSURANCE - WORK ON A GOVERNMENT INSTALLATION

52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.228-11	FEB 1992	PLEDGES OF ASSETS
52.228-13	JUL 2000	ALTERNATIVE PAYMENT PROTECTIONS
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52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
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52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT Alternate I (FEB 2002)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES Alternate I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD Alternate I (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.237-4	APR 1984	PAYMENT BY GOVERNMENT TO CONTRACTOR Alternate I (APR 1984)
52.237-5	APR 1984	PAYMENT BY CONTRACTOR TO GOVERNMENT
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-2	APR 1991	PRODUCTION PROGRESS REPORTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.242-15	AUG 1989	STOP-WORK ORDER
52.243-1	AUG 1987	CHANGES - FIXED-PRICE
52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate I (APR 1984)
52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate II (APR 1984)
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT Alternate II (APR 1984)
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT Alternate III (APR 1984)
52.243-4	AUG 1987	CHANGES
52.243-5	APR 1984	CHANGES AND CHANGED CONDITIONS
52.243-6	APR 1984	CHANGE ORDER ACCOUNTING
52.243-7	APR 1984	NOTIFICATION OF CHANGES
52.244-2	AUG 1998	SUBCONTRACTS
52.244-2	AUG 1998	SUBCONTRACTS Alternate I (JAN 2006)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	FEB 2006	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 1984	PROPERTY RECORDS
52.245-2	MAY 2004	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) Alternate I (APR 1984)
52.245-3	APR 1984	IDENTIFICATION OF GOVERNMENT -FURNISHED PROPERTY
52.245-5	MAY 2004	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.245-9	AUG 2005	USE AND CHARGES
52.245-17	MAY 2004	SPECIAL TOOLING
52.245-18	FEB 1993	SPECIAL TEST EQUIPMENT

52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.246-19	MAY 2001	WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA
52.246-20	MAY 2001	WARRANTY OF SERVICES
52.246-23	FEB 1997	LIMITATION OF LIABILITY
52.246-24	FEB 1997	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS
52.246-24	FEB 1997	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS Alternate I (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) Alternate I (SEP 1996)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) Alternate I (SEP 1996)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

[End of By-Reference Clauses]

I.3 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".

- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number--

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I.4 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall--
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

[End of Clause]

I.5 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Award (DOA) through the third (3rd) anniversary of the DOA, plus any exercised options.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

I.6 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of \$5 Billion;
- (2) Any order for a combination of items in excess of \$8 Billion; or
- (3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

I.7 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 2012.

[End of Clause]

I.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of the end of the contract period.

[End of Clause]

I.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days after funds for the option period become available; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 years.

[End of Clause]

I.10 PAYMENT FOR OVERTIME PREMIUMS

In accordance with FAR 52.222.2, Payment for Overtime Premiums, the use of overtime is authorized if the overtime premium cost does not exceed (provided with individual delivery/task orders).

[End of Clause]

I.11 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

- (a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information

1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to--
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I.12 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage	Fringe Benefits
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0

[End of Clause]

I.13 52.222-49 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

- (a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following:

(To Be Determined)

The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the contractor.

- (b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

[End of Clause]

I.14 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, _____ days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).
- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall--
- (1) Be submitted in writing;
 - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I.15 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

- (a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

- (1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and
- (2) Submit this estimate to: _____.

[End of Clause]

I.16 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000) Alternate I (AUG 2000)

(a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(End of certification)

(c) The Contractor, on completion of this contract, shall--

- (1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to: _____.

[End of Clause]

I.17 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

- (a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) _____*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I.18 TECHNICAL DATA CERTIFICATION, REVISION, AND WITHHOLDING OF PAYMENT - MAJOR SYSTEMS

The clause FAR 52.227-21, Technical Data Certification, Revision, and Withholding of Payment - Major Systems, applies to the following technical data:

(To Be Determined)

I.19 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages (To Be Determined), it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated (To Be Determined), upon which this contract is based.

[End of Clause]

I.20 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond (Provided with individual delivery/task orders). The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond (Provided with individual delivery/task orders), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

[End of Clause]

I.21 52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)

- (a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.
- (b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.
- (c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.
 - (2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.
 - (3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.
- (d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.
 - (2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.
- (e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:
 - (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
 - (2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.
 - (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

- (f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
- (2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:
- (i) Parts, materials, inventories, and work in process;
 - (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
 - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
 - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (6) When the Contractor completes all of the obligation under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
- (i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the

Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

- (j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.
- (k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.
 - (2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:
 - (1) The name and address of the Contractor;
 - (2) The date of the request for performance-based payment;
 - (3) The contract number and/or other identifier of the contract or order under which the request is made;
 - (4) Such information and documentation as is required by the contract's description of the basis for payment; and
 - (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.
- (m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

 - (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
 - (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
 - (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
 - (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
 - (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

[End of Clause]

I.22 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 10 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

[End of Clause]

I.23 NOTIFICATION OF CHANGES

In accordance with FAR 52.243-7, Notification of Changes, the Contractor shall notify the Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing.

[End of Clause]

I.24 52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001) Alternate III (APR 1984)

(a) Definitions. As used in this clause--

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Defect" means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean "data."

(b) Contractor's obligations. (1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within one year.

- (2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall (i) promptly correct the defect or (ii) promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.
- (3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 30 days. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within 30 days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.
- (4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.
- (5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

- (6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 30 days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.
 - (7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.
 - (8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.
 - (9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in the contract. The Contractor shall also bear the responsibility for the supplies while in transit.
 - (10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.
- (c) Remedies available to the Government. (1) The rights and remedies of the Government provided in this clause--
- (i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and
 - (ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.
- (2) Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at (To Be Determined).
 - (3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.
 - (4) This clause shall not be construed as obligating the Government to increase the contract price.
 - (5) (i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to--
 - (A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;
 - (B) Correct defects as directed under paragraph (b)(4) of this clause; or
 - (C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.
 - (ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.
 - (6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise--
 - (i) Obtain detailed recommendations for corrective action and either--
 - (A) Correct the supplies or services; or

- (B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
 - (ii) Obtain applicable data and reports; and
 - (iii) Charge the Contractor for the costs incurred by the Government.
- (7) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

[End of Clause]

I.25 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(To Be Determined)

[End of Clause]

I.26 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Homeland Security Acquisition Regulations clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

[End of Clause]

I.27 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUL 2004) (Deviation)

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5 Organizational Conflicts of Interest.
- (b) The nature of this conflict is (To be determined at time of award).
- (c) The restrictions upon future contracting are as follows:
 - (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract

- (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of Clause)

I.28 3052.228-70 INSURANCE (DEC 2003)

In accordance with the clause entitled "Insurance--Work on a Government Installation" [or Insurance--Liability to Third Persons] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

- (a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).
- (b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).
- (c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

[End of Clause]

I.29 3052.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES (NOV 2004) (Deviation)

- (a) "Sensitive Information" means information that is:
 - (1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCII Procedures Manual; or
 - (2) Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or
 - (3) Sensitive but Unclassified Information (SBU), which consists of any other unclassified information which:
 - (i) if lost, misused, modified, or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 U.S.C. Section 552a; and
 - (ii) if provided by the government to the contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

[End of Clause]

I.30 3052.237-71 INFORMATION TECHNOLOGY SYSTEMS ACCESS FOR CONTRACTORS (NOV 2004) (Deviation)

- (a) "Sensitive Information" means information that is:
 - (1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCII Procedures Manual; or
 - (2) Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or
 - (3) Sensitive but Unclassified Information (SBU), which consists of any other unclassified information which:
 - (i) if lost, misused, modified, or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 U.S.C. Section 552a; and
 - (ii) if provided by the government to the contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of personnel who are non-U.S. citizen after contract award shall also be reported to the contracting officer.

- (g) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.
- (h) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the COTR will arrange, and complete any nondisclosure agreement furnished by DHS.
- (i) The contractor shall have access only to those areas of DHS Organizational Element (OE) information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.
- (j) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS OE. It is not a right, a guarantee of access, a condition of the contract, nor is it Government Furnished Equipment (GFE).
- (k) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.
- (l) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Organizational Element or designee, with the concurrence of the Office of Security and Department's CIO or designee. In order for a waiver to be granted:
 - (i) The individual must be a legal permanent resident of the U.S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State.
 - (ii) All required security forms specified by the government and any necessary background check must be satisfactorily completed.
 - (iii) There must be a compelling reason for using this individual as opposed to a U.S. citizen.
 - (iv) The waiver must be in the best interest of the Government.

[End of Clause]

I.31 3052.237-72 CONTRACTOR PERSONNEL SCREENING FOR UNCLASSIFIED INFORMATION TECHNOLOGY ACCESS (DEC 2003)

- (a) Contractor personnel requiring privileged access or limited risk assessment level. Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to DHS missions, as indicated in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (Initial Public Draft).
- (b) The Contractor shall afford DHS, including the Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DHS data or to the function of computer systems operated on behalf of DHS, and to preserve evidence of computer crime.
- (c) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

[End of Clause]

I.32 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

[End of Clause]

I.33 3052.245-70 GOVERNMENT PROPERTY REPORTS (DEC 2003)

- (a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.
- (b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DHS F 4220.43, Contractor Report of Government Property.

[End of Clause]

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J****LIST OF ATTACHMENTS**

Attachment No.	No. of Pages	Attachment Title
01	2	Definitions, Acronyms, and Abbreviations
02	7	Laws, Regulations, and Policies - URLs
03	4	Cost Proposal Worksheets
04	1	Key Personnel Resume Format
05	2	Relevant Contract Reference Data (Past Performance)
06	3	Contract Data Requirements List
07	6	Earned Value Management System Tables
08	2	DD Form 254-E, Jan 95, Contract Security Classification
09	1	Process Improvement Standards
10	1	Quality Assurance Surveillance Plan
11	2	Reading Room and Virtual Library Materials Listing
12	3	Department of Homeland Security Non-Disclosure Form

J.1 CONDITIONAL ACCESS TO SENSITIVE BUT UNCLASSIFIED INFORMATION - DEPARTMENT OF HOMELAND SECURITY NON-DISCLOSURE AGREEMENT

All contractor employees working on this contract must sign the Department of Homeland Security Non-Disclosure Agreement. The form is included in Section J, Attachment 12

[End of Clause]

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K****REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS****K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is \$23M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

[End of Provision]

K.2 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

K.3 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K.4 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

[End of Provision]

K.5 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that--
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: **[Check each block that is applicable.]**

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094).
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- ☐ (v) The facility is not located in the United States or its outlying areas.

[End of Provision]

K.6 52.225-2 BUY AMERICAN ACT CERTIFICATE (JUN 2003)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The term "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

- (b) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

[End of Provision]

K.7 52.225-4 BUY AMERICAN ACT--FREE TRADE AGREEMENTS-- ISRAELI TRADE ACT CERTIFICATE (JAN 2005)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "end product of Australia, Canada, Chile, Mexico or Singapore," "foreign end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."
- (b) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

- (c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

- (d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

[End of Provision]

K.8 52.225-6 TRADE AGREEMENTS CERTIFICATE (JAN 2005)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

_____	_____
_____	_____
_____	_____

(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

[End of Provision]

K.9 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

- (a) Definitions. As used in this provision--

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

- (b) Representation. The offeror represents that it--

☐ is ☐ is not a historically black college or university;
☐ is ☐ is not a minority institution.

[End of Provision]

K.10 52.227-6 ROYALTY INFORMATION (APR 1984)

- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

[End of Provision]

K.11 52.227-6 ROYALTY INFORMATION (APR 1984) Alternate I (APR 1984)

- (a) Cost or Charges for Royalties. When response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item or royalty or license fee:
- (1) Name and address of licensor.
 - (2) Date of license agreement.
 - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
 - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
 - (5) Percentage or dollar rate of royalty per unit.
 - (6) Unit price of contract item.
 - (7) Number of units.
 - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

[End of Provision]

K.12 52.227-7 PATENTS--NOTICE OF GOVERNMENT LICENSEE (APR 1984)

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is _____, and the royalty rate is _____. If the offeror is the owner of, or a licensee under, the patent, indicate below:

☐ Owner ☐ Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

[End of Provision]

K.13 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.
- (c) The offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights In Data-- General."

[End of Provision]

K.14 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

[End of Provision]

K.15 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

[End of Provision]

K.16 3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2004) (Deviation)

- (a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting (To be determined at time of award).
- (b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to mitigate or avoid such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.
- (c) Disclosure: The offeror hereby represents, to the best of its knowledge that:
☐ (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or
☐ (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included the mitigation plan in accordance with paragraph (d) of this provision.
- (d) Mitigation/Waiver. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes it can be mitigated, neutralized, or avoided, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan. If not defined, then this provision applies fully.
- (e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.
- (f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestitures that may affect this provision.
- (g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

(End of Provision)

[END OF SECTION]

SECTION L**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>
<http://farsite.hill.af.mil>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	DATE	TITLE
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L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004) Alternate I (OCT 1997)**(a) Definitions. As used in this provision--**

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).**(c) Submission, modification, revision, and withdrawal of proposals.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets **[insert numbers or other identification of sheets]**; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- (f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

[End of Provision]

52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.219-24	OCT 2000	SMALL DISADVANTAGED BUSINESS PARTICIPATION
		PROGRAM--TARGETS
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE
		EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL
		EMPLOYEES
52.232-13	APR 1984	NOTICE OF PROGRESS PAYMENTS
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME

[End of By-Reference Provisions]

L.3 PROPOSAL PREPARATION COSTS

The Government will not be obligated to pay any costs incurred by an offeror in the preparation and submission of a proposal in response to this RFP. The contracting officer is the only person who can legally obligate the Government for the expenditure of public funds in connection with this procurement.

[End of provision]

L.4 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--
 - (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
 - (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
 - (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
 - (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

[End of Provision]

L.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract resulting from this solicitation.

The type of Orders that will be awarded will depend on the work to be performed. Orders issued under this contract are: Cost Type and Fixed Price Type or other basis as appropriate, based on the determination of the Contracting Officer.

[End of Provision]

L.6 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000) Alternate I (MAR 2000)

- (a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.
- (b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.
- (c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:
 - (1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.
 - (2) The terms and conditions of the performance-based payments must--
 - (i) Comply with FAR 32.1004;
 - (ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and
 - (iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.
 - (3) The terms and conditions of the performance-based financing must be in the best interests of the Government.
- (d) The offeror's proposal of performance-based payment financing shall include the following:
 - (1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).
 - (2) A listing of--
 - (i) The projected performance-based payment dates and the projected payment amounts; and
 - (ii) The projected delivery date and the projected payment amount.
 - (3) Information addressing the Contractor's investment in the contract.
- (e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

- (f) The Government will adjust each proposed price to reflect the cost of providing the proposed performance-based payments to determine the total cost to the Government of that particular combination of price and performance-based financing. The Government will make the adjustment using the procedure described in FAR 32.205(c).

[End of Provision]

L.7 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM

- (a) The offeror shall provide a plan to use an Earned Value Management System (EVMS) that complies with the ANSI/EIA-748 criteria tailored to the requirements of this contract.
- (b) The EVMS plan shall-
 - (i) Describe the EVMS the offeror intends to use in performance of the contract;
 - (ii) Distinguish the differences between the offeror's existing management system and the EVMS proposed to meet the criteria for this contract, if any;
 - (iii) Describe the management system and its application in terms of the 32 EVMS criteria;
 - (iv) Describe the proposed procedure for administration of the criteria as applied to subcontractors;
 - (v) Identify the major subcontracted efforts that have not been selected for application of the EVMS ANSI 748 compliance or that will not be included in the EVMS. The Offeror shall provide information as to why the efforts were excluded and how the excluded effort will be managed and reported; and
 - (vi) Provide documentation describing the process and results of any third-party evaluation of the system's compliance with EVMS criteria.
- (c) The Government will review the offeror's EVMS plan before contract award and may verify the EVMS after award.
- (d) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan during proposal evaluation.

[End of provision]

L.8 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Dept. of Homeland Sec./U.S. Customs and Border Protection
Office of Finance/Procurement Directorate
1300 Pennsylvania Ave, NW, Suite 1310NP
Washington, DC 20229
Attention: Deborah L. Smith
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

[End of Provision]

L.9 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

(To Be Determined)

[End of Provision]

L.10 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Department of Homeland Security Acquisition Regulations provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

[End of Provision]

L.11 RESTRICTION ON ACCESS TO CLASSIFIED DOCUMENTS IN SBInet READING ROOM

Only USA citizens possessing a current SECRET clearance will be allowed to view the "As Is" diagrams / blueprints for the Tucson and Swanton areas. The diagrams/blueprints will be maintained in the SBInet Reading Room located in Washington, D.C. Visit Requests may be submitted to CBP Security in conjunction with submittal of the Due Diligence Library roster discussed in Section L.11.

[End of provision]

L.12 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS AND OTHER INFORMATION

DUE DILIGENCE REVIEW (DDR)

Overview. Offerors confirming intent to submit a proposal as a prime proposing entity in the manner described below will be given the opportunity to conduct a review of CBP (commonly referred to as "due diligence") and meet with DHS and CBP representatives. The purpose of the due diligence review is to enable offerors to gain a better understanding of the existing conditions for DHS and CBP's and the effort required to perform the SBInet requirements.

Exchanges During Due Diligence

The due diligence process will be conducted under Federal Acquisition Regulation (FAR) Part 15.201, Exchanges With Industry Before Receipt of Proposals.

During the due diligence review, confirming offerors will be allotted time and permitted to exchange information with DHS and CBP representatives. During the due diligence sessions confirming offerors and their team members will have the opportunity to ask questions that by their very nature they would not ask if the response would be posted and provided to their competition. As such, if the confirming offeror notifies the Government that the questions it intends to ask during the one-on-one sessions are proprietary, and whose release would identify confidential business strategies, or approaches, the questions and responses will be protected and held confidential.

The Government will provide confirming offerors equal access to data and information. The Government assumes no responsibility for any representation made by any of its officers or agents during due diligence. Offeror questions and Government responses furnished during due diligence are informal. Every effort will be made to be as accurate as possible; however, the solicitation takes precedence. Questions posed during due diligence that have an impact on the solicitation will be addressed by amendment.

Confirmation of Intent to Submit a Proposal and Conduct a DDR

Offerors are encouraged to participate in the Due Diligence Review (DDR) for this acquisition. Each prime Offeror may initiate participation via an email to SBInet@DHS.gov. This request will enable the government to effectively coordinate due diligence events. Offerors are hereby notified that accommodation for events will be on a first come, first serve basis and early registration may secure preferential times at each selected event.

The confirmation will include the offeror's intent to conduct a due diligence review. The confirmation will include the following information to enable the Government to effectively coordinate due diligence events:

- * The offeror's due diligence contact point (name, telephone number and e-mail address)
- * Roster of up to 6 attendees for the due diligence review site visits and formal presentations, including names, titles, proof of USA citizenship, social security number, date of birth, security clearance if any, and company name
- * Key areas of interest and questions to be answered (to facilitate preparation and research by the Government team and advisors)
- * Any additional information the offeror deems necessary (e.g., handicap access requirements)

CBP will use this information to screen the attendees.

All Offerors will be provided all information required to submit a responsive proposal even if they elect not to participate in the DDR. DDR is only one way that an Offeror may enhance its understanding of the SBInet environment. All information useful in preparing a proposal that is provided during a DDR event will be posted to FedBizOpps at <http://www.fedbizopps.gov/> for all Offeror's use.

Notification

The Contracting Officer will schedule the DDR events and will notify each confirming offeror of the specific schedule within 5 working days after the offeror's request to participate in a DDR. Specific schedule notification for each DDR event will include the date(s), time(s), location(s), area(s) within the location(s), and any other related instructions. Due Diligence is expected to commence during the third week of April 2006.

DDR Components

Due Diligence Reviews may include the components listed below to maximize efficient use of time. On site sessions will be limited to prime offerors and their teaming partners (included in the 6 participant limitation) confirming intent to (1) submit a proposal and (2) participate in a due diligence review:

Overview - Introductory session to all members of the offeror's due diligence team.

Detailed Session - Meeting between members of the offeror's team and CBP representatives.

Site Visits - Tucson Sector, Swanton Sector.

SBInet Read Room - Open to all confirming offerors and their team members subject to the restrictions specified in Section L.11. A roster for the SBInet Reading Room review will be required for all offerors requesting access. Roster information will include names, titles, and proof of United States of America citizenship, social security number, date of birth, security clearance if any, and company name.

Due Diligence Review Sessions

The due diligence review process will begin with an overview briefing. In addition both of the following areas have been selected for the site visits:

Swanton, VT and

Tucson, AZ.

The site visits will include touring the grounds and facilities, viewing systems, screens, reports, and interviewing field personnel. Due diligence will include an aerial survey over remote terrain. Individual weight limitations may be required for these flights.

During and after the site visit, each confirming offeror's DDR team will be given the opportunity to meet one-on-one with CBP representatives knowledgeable of the SBInet requirements to better understand the mission and operational environment.

Time Frame

The Due Diligence Review will be conducted over a 30-day period.

Escorts

Government-assigned escorts will be provided at each DDR session. All attendees must comply with all local, DHS and CBP security and facility regulations during each DDR visit. There may be a requirement for electronic equipment (laptops, cell phones) security screening at the DHS and CBP facilities. Access to the DHS and CBP facilities requires government-issued photo identification.

GENERAL PROPOSAL FORMAT AND CONTENT INSTRUCTIONS**Electronic Solicitation Release**

This is an electronic solicitation release via internet website at <http://www.fedbizopps.gov/>. No hard copies will be mailed. Amendments to the solicitation will be transmitted via the aforementioned website.

Proposal Submittal

Each offeror must: submit volumes I, II and III as described below, in both written and electronic format (CD-ROMs). The offeror shall provide six written and six electronic (CD-ROMs). This information shall be submitted to the location by the time and date specified on the cover page of the solicitation. Each offeror shall organize and submit its proposal as described below.

Formats

Electronic: - Written documents - MS Word; Presentations - MS PowerPoint; Spreadsheets - MS Excel; Project plans/schedule - MS Project.

Hard paper copy: 8 1/2 x11inch paper in three-ring binder(s), single-spaced.

Font size shall be Arial, in no smaller than 12 point for text, and 12 point for spreadsheets and graphics. Font size for Power-Point slides may be of the offeror's choosing, but should not be less than 12 point.

Page Limits

Page limits specified below for each section shall be treated as maximums. Pages beyond the limit will not be read or evaluated. When both sides of a sheet display printed material, it shall be counted as 2 pages (single-sided preferable). Foldouts shall be counted as 1 page per panel. Included in the page count are separate pages providing graphics, charts, illustrations, and pictures. Title pages, table of contents, section dividers, and cover pages will not count in page limits.

Page/Section Numbering

Offerors shall use a standard page numbering system to facilitate proposal references. Number consecutive pages within sections, for example 1-1, 1-2, 2-1, 2-2. Charts, etc., should be page numbered as part of the page numbering system.

PROPOSAL ORGANIZATION - OVERVIEW

Volume I - General Information

1. SF 33
2. Offeror's Agreement to the RFP Terms and Conditions.
3. RFP Section K, "Representations, Certifications, and Other Statements of Offerors," completed. (See FAR clause 52.204-8.) RFP Section K must be completed and returned by the Offeror and its subcontractors.
4. Offeror's Acknowledgement of RFP amendments (if any), by signature on each applicable Standard Form 30.
5. Name and address of the Offeror, and the name(s), telephone number(s), fax number(s), email address(es) of the individuals authorized to negotiate and contractually bind the Offeror.
6. Cage Code Number, DUNs Number, North American Industry Classification Code (NAIC) and Tax Identification Number (TIN).

Page Limit: No limit

Volume II - SBInet Proposal

Executive Summary

Page Limit: 2 Pages

Part A - Technical**Subpart - A.1 Concept Of Operations**

Describe the overall concept of operations for the technical solution. This should include a discussion of the "as is" and "to be" environment, how this solution will reduce risk, provide the most efficient and effective use of staff, processes, infrastructure and technology, and quickly deliver to the Government meaningful results. Include in the concept of operations the engineering and system design approach, and how it will result in a comprehensive, coherent, cost effective, reliable, and realistic solution that meets or exceeds the stated SBInet program objectives. Include a discussion on how the proposed solution will address threat migration and changes in tactics. Please provide advanced notification of any intent to submit a proposal that may contain classified information to the Contracting Officer. Detail the level of classification, safeguards, and clearances that will be required to access and protect this information.

Page Limit: 50 pages

Subpart - A.2 Rough Order of Magnitude (ROM)

Submit a rough order of magnitude and basis of estimate (BOE) for implementation of the proposed concept of operations.

Page Limit: 10 pages

Subpart - A.3 Application of the Concept of Operations to the Tucson Sector

Deliver a comprehensive statement of work and contract work breakdown structure (to Level 3) that identifies the time phased project plan including schedule, resources, deliverables (e.g., hardware, software, goods and services), and all actions necessary to implement the proposed solution in the entire Tucson Sector. (NOTE: While the offeror must apply their SBInet solution to the Tucson Sector, this in no way is intended to direct, or limit the approach they may take in designing and implementing their solution. For example, the Offerors concept of operation may propose a phased approach that implements functional/operational capabilities not by sector, but

potentially across the span of the border. Whatever approach is chosen the offeror will describe how their solution would be implemented within the Tucson Sector.) Offerors must address environmental considerations and briefly describe a proposed approach to environmental requirements that does not rely upon waiver of environmental laws or regulations.

The offeror's proposed approach to the Tucson Sector shall be structured as a modular solution that can be implemented in whole or in sequence. Particular attention should be paid to budget constraints, and the attendant government need to avoid incrementally funding a portion of the overall Tucson Sector solution if the portion cannot independently fulfill a discretely operation module (e.g. detection, deterrence, surveillance, response capabilities, infrastructure, etc.)

Page Limit: 100 pages

Subpart - A.4 Application of Concept of Operations to Swanton Sector

Provide an overview of any difference in technical approach necessary to implement in the Swanton Sector.

Page Limit: 25 pages

Subpart - A.5 Offeror's Proposed Task Order

CBP intends to negotiate and award a task order concurrent with contract award. The offeror must propose this initial task. The task may be one or more modules from the offeror's Tucson Sector solution or any other aspect of the offeror's overall Concept of Operations. The proposed initial task will be a well-defined segment of work that can be completed within eight (8) months of award. For evaluation purposes the task will cost no more than \$20M. The proposed task must include a technical plan, associated costs, schedule, task order type, metrics, and incentive plan. The proposed task will be evaluated as a separate technical factor, and the associated cost will be separately broken out in the offeror's cost proposal. CBP may award this task without negotiations or discussions; therefore, the offeror should propose its best solution in terms of cost, location, and approach.

Page Limit: 25 pages

Part B - Performance Measures and Incentives/Disincentives and Quality Assurance Surveillance Plan

Describe the approach to identifying and developing performance measures and metrics that meet the SBInet Statement of Objectives. Include in the description an overview of the program level metrics and management reports that would be provided to stakeholders identifying progress in securing the 6,000 miles of the USA border.

Page Limit: 10 Pages

Provide a contract level Quality Assurance Surveillance Plan (QASP) that identifies measures and metrics to be applied at the contract level as well as any incentive/disincentive program. At a minimum, the QASP will provide performance measures, metrics, tracking and reporting that demonstrate how the proposed program plan achieves DHS' responsibility for complete border security. Further, given the three (3) plus three (3) one year options performance period of performance, the QASP will define how the offeror will progress toward the goal of complete border security by the end of the contract term. The QASP will discuss how increments of progress are measured and successfully identified with, and tied to, defined increments of the proposed plan and to performance and cost throughout the contract performance period. The offeror will define achievement of the overall objective performance measures by the fourth (4th) year of the contract, and how the offeror will continuously improve, enhance, and adapt DHS' control of the border in the fifth (5th) and sixth (6th) years of contract performance.

Page Limit: 25 Pages

Provide a detailed QASP for the entire Tucson Sector. The plan must identify the recommended performance measures/metrics, measurement timing and methods of collecting and reporting, and any other actions to ensure a comprehensive quality program that provides accurate, timely and meaningful measurement and reporting of

results. The QASP must address both the development and implementation as well as post implementation periods. The QASP must further identify any recommended incentive/disincentive program.

Page Limit: 25 Pages

Part C - Management Plan

Provide a detailed management plan that describes the application of proactive and predictive management tools and techniques to manage the SBInet effort. This plan must include a discussion on the offeror's approach to: implementing transparent governance and reporting, a sound partnering approach grounded on shared goals and objectives, proactive problem identification and resolution, sourcing plan, approach and methodology for selecting the providers of goods and services under this effort, including certifications, (Offerors will provide to CBP the results from a CMM Appraisal Framework (CAF)-compliant method, such as a SEI Software Capability Evaluation (SCEsm) or CMM Based Appraisal for Internal Process Improvement (CBA-IPI), which applies to the internal business units and their subcontractors that will perform the work related to SEI CMM appraisal.) procedures to ensure stability of the workforce and mitigation of disruption from changes of key personnel, and the processes, tools and techniques to be used to ensure the timely and accurate reporting of program status and performance measures and metrics.

Page Limit: 60 Pages

Provide a conflict of interest mitigation plan that fully describes the processes, procedures, safeguards and tools the contractor will put in place to secure information that would otherwise provide them or their teaming members an unfair competitive advantage in future Government competitions. Describe how its various departments and entities within or associated with the offeror's organization, its subsidiaries, holding companies, teaming partners, distributors and/or other affiliates will be precluded from accessing information, both classified and unclassified, for which there is neither a need-to-know or there could be an opportunity for transferring information that could be used and result in an unfair organizational conflict of interest in future Federal procurements. The conflict of interest mitigation plan shall conform to the requirements and address the applicable circumstances and conditions described in FAR 9.5, Organizational and Consultant Conflicts of Interest.

Page Limit: 5 Pages

Résumés for Key Personnel

2 pages for each position the offeror determines to be key for SBInet, per format in Section J.

Part D - Subcontract Plan

The requirement for a Subcontract Plan is applicable only to large businesses. The offeror's small business subcontracting plan contains the following elements:

1. The elements specified in Section H.29.
2. The percentages and methods that the offer will acquire and utilize small businesses and other socio-economic categorized firms to meet DHS's procurement goals. (DHS and CBP require a subcontracting plan for SBInet that, on a yearly average basis, meets or exceeds its goals for FY 06 and FY 07: 36% small business; 5% small disadvantaged business; 5% small woman-owned small business; 3% service disabled veteran-owned business; 1% HUBZone business.
3. A copy of the offeror's individual subcontracting reports, SF 294, for three (3) contracts of comparable size, scope, and complexity as SBInet submitted within the past year, and a copy of the most recently submitted summary subcontracting report, SF 295.

Subcontract Plan - No Page Limit

Part E - Past Performance

Identify two (2) relevant contract efforts from the period 2000 to date of comparable size, scope, and complexity as SBInet. The contracts identified should demonstrate performance of large-scale, multi-tasking type contracts of comparable size, scope and complexity to the effort required by this solicitation.

Complete the required relevant contract reference data following the format in Section J-Attachment 05 for each contract identified.

The identified contracts can be with Federal, commercial or other customers. The Government considers the following size, scope, and complexity to be similar to those required by this solicitation:

1. **Size:** \$500 million/year in contract services.
2. **Scope:** The full range of systems integration support services (integrating people, process, tactical infrastructure and technology).
3. **Complexity:** Analyzing and integrating numerous systems and operations on a nationwide basis that includes Federal, state and private citizen users. The complexity of SBInet is detailed in the Statement of Objectives and the full range of solicitation attachments.

Provide the performance measures that are or have been applied to each contract you identified. The performance measures should be specific and show the target performance levels that are set forth under the applicable contracts as well as the level of performance achieved.

VOLUME III COST/PRICE PROPOSAL

Volume III - Cost/Price Proposal: No Page Limit

Offeror Proposed CLIN Structure

The solicitation contains a high-level pricing table structure. However, the contract line item number (CLIN) structure shall be proposed by the offeror. Structure the CLINs so that they are clearly identifiable by each contract year. Assume an anticipated award date of September 2006.

Program Management Task

Identify all prices/costs associated with the offeror's contract level program management effort per year. The offeror shall use the table format at Attachment 03 in Section J (Task Order Cost Proposal Format).

Tucson Sector Task

Submit all prices/costs associated with the contract work breakdown structure and proposed statement of work for the entire Tucson Sector. Include the detailed basis of estimate for all aspects of the effort to allow analysis of the reasonableness, realism and risk of the proposed price/costs. The offeror shall use the table format at Attachment 03 in Section J (Task Cost Proposal Format).

Offeror's Proposed Task

Submit all prices/costs associated with the proposed statement of work for the Offeror's Proposed Task. Include the detailed basis of estimate for all aspects of the effort to allow analysis of the reasonableness, realism and risk of the proposed price/costs. The offeror shall use the table format at Attachment 03 in Section J (Task Cost Proposal Format).

Overview

The offeror shall provide a detailed narrative summary of its costing methodology and discuss the application of the cost elements below, as applicable to the offeror's cost proposal.

Separate and apart from the above tasks, provide both unloaded and fully loaded on-site and off-site labor rates for each year of the base period (three year base period) based on the anticipated labor mix required to satisfy the

broad SBInet requirements. The offeror shall use the table formats in Section J, Attachment 13 (Direct Labor Category Rates Table) and Attachment 13 (Composite Rates Buildup Table) to propose these rates.

The offeror may provide discounted labor rates from any GSA Schedule contract in lieu of or addition to the above required tables above.

Narrative Section - Loading Factors: Provide a narrative explanation of all applicable loading factors (i.e., Fringe, Overhead, General and Administrative (G&A), Cost of Money, Profit, etc.), and a statement as to whether or not the proposed direct and indirect rates have been approved by the Defense Contract Audit Agency. Include the cognizant Administrative Contracting Officer's name, address, and phone number. Also, include the cognizant Defense Contract Audit Agency Supervisory Auditor's name, email address, address, and phone number.

Fringe Benefits: If applicable, and in accordance with the offeror's normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate(s) is being applied.

Overhead: Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation. For proposal purposes, use on-Government-site overhead rates (i.e., rates associated with performance at Government facilities) or off-Government-site overhead rates (i.e., rates associated with performance at contractor facilities), as appropriate for the estimated level of effort for those categories so designated in the offeror's proposal.

Subcontractor Labor: Identify (if applicable) any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract. All subcontractor proposal information must be provided with the prime offer.

Other Direct Costs: Identify and itemize any other direct cost elements being proposed which are not included above but are applicable to the offeror's cost proposal (e.g., travel and per diem, equipment, hardware, software, materials, supplies, royalties, licenses, special tooling, computer usage, etc.). Include the basis for the proposed amount. The decision as to whether costs are handled as direct or indirect costs rests with the offeror, but shall be consistent with the offeror's approved cost accounting practices as stated in the disclosures provided in Section K of the RFP. Identify any indirect costs (e.g., G&A/material handling costs, etc.) applied to these other direct costs.

Indirect Costs: Identify any other indirect cost elements being proposed which have not been included above and identify the various cost elements for which the rate is applied. Advise if the rates proposed are in accordance with any Forward Pricing Rate Agreements, and, if so, specify the period of the agreements.

G&A Expense: Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

Fee: Identify the fee rate and total amount proposed, and identify the various cost elements for which the fee is being applied. Fixed fee should not be calculated on facilities capital cost of money.

Contract Facilities Capital Cost of Money (FCCM): If an offeror elects to claim FCCM as an allowable cost, the offeror must submit the calculation of the proposed amount on a DD Form 1861, Contract Facilities Capital Cost of Money. If an offeror elects not to claim facilities capital cost of money as an allowable cost, the offeror must make a one-sentence statement to that effect in this section.

Offeror Defined Labor Categories

The offeror must propose labor categories that correspond to the rates proposed above. The offeror shall provide for each proposed labor category, a brief description of the position, education and training, professional or technical certifications, and experience applicable to the category. These descriptions should represent what is generally encountered within the current market place.

Supporting Cost Information

Offerors shall submit supporting information (see FAR .15.403-3), necessary to evaluate the reasonableness and realism of proposed cost/prices. The information should be sufficiently detailed to demonstrate their reasonableness.

Rate Build-up

Demonstrate the build-up of each fully burdened labor rate by identifying the base rate, all applicable burden rates and the method of application. Identify annual escalation rates for the base period. Profit is to be included in the proposed each fully burdened labor rate and identified separately. Profit/fee and incentives will be established and incorporated for Fixed Price and Cost Reimbursement-Type work, and may be established in the basic contract, contract modifications or at the task order level.

Narrative - Labor Categories / Definitions / Descriptions

SBInet Labor Categories: The cost proposal shall reflect rates for all offeror proposed categories listed in the offeror's Rate Tables. It is the offeror's responsibility to ensure that all labor categories are proposed for the team. Contractors with multiple business segments, units or divisions will be permitted to submit labor rates for each business segment, unit, or division that will be performing work on this contract, as governed by the appropriate disclosure statement or agreement with Defense Contract Audit Agency (DCAA). The rates will be calculated for the base three-year period of the six-year contract period.

- (a) **Base Direct Labor Rates:** Provide the basis for each direct labor rate for each proposed labor classification set forth in Rate Tables. Also include the labor rates and the basis for projected labor rates for all following years. Identify the escalation rates used for direct labor. Identify and describe the basis for the escalation factors and explain why they should be considered reasonable. If the Offeror has a Forward Pricing Rate Agreement (FPRA) with the cognizant Administrative Contracting Officer (ACO), provide a copy of the FPRA with the negotiated labor rates and rate of inflation, if applicable. If the base direct labor rate is a composite / representative rate, include a breakout of the labor rates used to go into the direct labor rate, with their proportional make-up, and a description of the basis for the proportion used.
- (b) **Indirect Rates:** Provide the basis for each proposed indirect rate. If the offeror has a FPRA with the applicable Administrative Contracting Officer, provide a copy of the FPRA and the negotiated indirect rates. If there is no FPRA, include historical data from the most recent twelve-(12) month period. The offeror shall submit its indirect rates using the table format at Attachment 13 in Section J (Indirect Rates Table).

Subcontract Add-on Factors: The offeror shall propose factors to apply against subcontracted costs. These factor should incorporate all normal charges (including but not limited to G&A and Cost of Money, etc.) allowed for these specific costs. The elemental composition, as well as rationale for each element, will also be submitted for each of the proposed add-on factors identified in the attached Rate Tables. Fee/profit will be proposed at the Task Order (TO) level for fixed price and cost reimbursement orders; therefore, the Fixed Price and Cost Reimbursement factors should not include any fee/profit.

Estimating Methodology

- (a) **Estimating / Purchasing / Accounting System.** Each offeror shall provide a summary statement to include adequacy and approval of these systems as determined by the cognizant ACO. This statement should also include the date when such determinations were made. In the event a system(s) is not considered adequate, a summary statement will be provided citing the circumstances. Any deviations to the standard procedures in preparing this proposal will also be identified. Describe any issues of Cost Accounting Standards noncompliance cited by the cognizant DCAA, if applicable. Also describe any corrective actions currently being taken.
- (b) **Management Reduction.** If estimated rates to perform the proposed effort have been decreased from those normally proposed, provide complete rationale for the reduction.

VOLUME IV ORAL PRESENTATIONS

Oral Presentations

Oral presentations will be conducted with all contractors submitting a proposal who are determined to be in the competitive range. The contracting officer will schedule oral presentations based on an estimated four (4) hour time frame per Offeror.

Contractors participating in oral presentations must provide all necessary audio-visual materials and devices. While the Government has provided a recommended topic list, it has not established a formal structure for oral presentations (e.g., slide limitations, format, agendas etc.) Presenting offerors and their team members may use the four-hour period as they deem most advantageous to describe their proposed solution/approach and pricing structures.

It is required that individuals presenting be those identified as key personnel. Due to space limitations, 10 people are allowed to attend for each presentation; 15 copies of the oral presentation in hard copy must be presented to the Government team on the day of the presentation.

Oral presentations will be video taped by, and for the sole benefit of, the Government.

The purpose of these presentations is to allow the Government to better understand the proposed solution/approach, as well as other aspects of the proposal. In addition it will serve as the opportunity to notify the offerors of proposal weaknesses and conduct discussions. As such, Government participants may ask questions throughout the presentation. Contractors will be given the opportunity to ask the Government questions during this time. While the oral presentations are scheduled for 4 hours, they may continue beyond that time estimate to allow Government participants to gain a thorough understanding of the proposal. At the conclusion of orals, offerors will be provided the opportunity to submit proposal revisions, due at 2:00 PM the fifth calendar day following the conclusion of that offeror's oral presentation.

Topics

To assist the Government to better understand the offeror's proposal, it is recommended the offerors reference Section M evaluation criteria in preparing their oral presentation. The presentation should address the major aspects of the Section M evaluation criteria and describe how the proposal provides an approach to SBInet that meets its stated objectives.

Notification of Oral Presentation

The contracting officer will provide the exact date, time, and location of the offeror's oral presentation with the notification of the competitive range determination.

The contracting officer will schedule the first oral presentation to take place approximately seven (7) days after notification to the offeror. Additional instructions for the oral presentation, along with size, layout, power capacity of the room, and any other additional information will be provided in the notification. The Government reserves the right to reschedule an offeror's oral presentation solely at the discretion of the contracting officer.

Contractor Confirmation for Oral Presentations

Once notified of the date, time and place for oral presentations, the offeror shall confirm its attendance and provide the number and identities of attendees. Confirmation shall be in the form of an email to: SBInet@dhs.gov.

[End of provision]

L.13 JOINT VENTURES

Although "joint ventures" will be considered for award, it is the experience of CBP that joint ventures or other types of corporate or business forms that do not provide for a single, substantial, experienced, entity responsible and answerable for the entire effort, present the Government with a more cumbersome and difficult management model. For this reason, a joint venture or any other corporate or business form that shares assets or elements from two or more companies, leaving none of the principals completely responsible for the effort, will not be favored. Joint ventures or similar offerors that lack past performance experience will receive no higher than "neutral" in the past performance rating, and the individual past performance of the entities contributing to the joint venture will not be considered.

[End of provision]

L.14 NOTICE OF SECTION 508 COMPLIANCE REQUIREMENTS (MAR 2003)

The offeror must provide a comprehensive specific list of all offered electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The offeror must clearly indicate in its proposal where this list, with full details of compliance can be found (e.g., vendor's or other exact web page location).

Upon award, the contractor will be required to ensure that the list is easily accessible by typical users beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.

[End of Provision]

L.15 CONTRACTOR APPRAISAL FOR SOFTWARE DEVELOPMENT ACQUISITIONS--NEW CONTRACT PROCEDURES (MAR 2002)

As part of their proposal, offerors shall submit proof that the business units within the offeror that will be performing the software engineering work for the US Customs and Border Protection (CBP) are operating at Software Engineering Institute (SEI) Capability Maturity Model for Software (SW-CMM) Level 3 or higher by a CMM Appraisal Framework (CAF) compliant appraisal, including self-appraisals, led by a SEI authorized lead assessor/evaluator. See below for an ISO certification exception.

The following documentation is required as proof of operating at SEI SW-CMM Level 3 or higher: a) identification of the Company and business unit that was appraised; b) identification of the model and type of appraisal; c) contract information for the assessment team and identification of the assessment team lead; d) copy of the assessment/appraisal plan; e) copy of the final assessment report; f) copy of the action plan; g) summary of all significant process improvements that have occurred in the offeror's business unit since the appraisal (these improvements should be tied to the associated appraisal action plan - these summaries should be limited to five (5) pages per appraisal); and h) copy of final assessment findings.

There will be no awards made without the proof required above for demonstrating a Level 3 rating; and, during contract performance, a company must resubmit a current appraisal every 24 months.

EXCEPTION. In lieu of providing proof of a SEI CMM Level 3 or higher assessment, offerors and Contractors may provide proof of certification using ISO standards 9001:2000, 9002 or 9003 until December 15, 2003. After that date, proof of a SEI CMM Level 3 or higher assessment or ISO standard 9001:2000 certification will be acceptable. Requests for exception must be submitted through the Contracting Officer to the Planning Group Director, Office of Information and Technology, for approval.

[End of Provision]

L.16 AGENCY LEVEL PROTEST NOTICE (APR 2003)

Offerors are notified that per FAR 33.103(d)(4), an independent review of the grounds for a protest is available at a level above the contracting officer as an alternative to the protest to the agency contracting officer, not as an additional appeal after the protest to the agency contracting officer has been resolved. A choice to protest to the agency contracting officer therefore relieves the US Customs and Border Protection of any further internal review or appeal after the contracting officer's decision.

[End of Provision]

[END OF SECTION L]

SECTION M**EVALUATION FACTORS FOR AWARD****M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>
<http://farsite.hill.af.mil>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	DATE	TITLE
52.217-5	JUL 1990	EVALUATION OF OPTIONS

M.2 3052.219-72 EVALUATION OF PRIME CONTRACTOR PARTICIPATION IN THE DHS MENTOR-PROTEGE PROGRAM (DEC 2003)

This solicitation contains a source selection factor or subfactor regarding participation in the DHS Mentor-Protege Program. In order to receive credit under the source selection factor or subfactor, the offeror shall provide a signed letter of mentor-protege agreement approval from the DHS OSD BU.

[End of Provision]

M.3 GENERAL EVALUATION INFORMATION (MAR 2003)

In addition to the specific evaluation criteria specified herein, the Contracting Officer will consider several additional factors in the selection process.

- a. The Offeror must respond to all of the requirements of the solicitation and must include all information specifically required in all sections of the solicitation.
- b. Award of a contract may not be made to the Offeror unless an agreement can be secured for all terms and conditions, and where US Customs and Border Protection (CBP) and the Offeror successfully negotiate the initial Task Order.
- c. Award can only be made to an Offeror:
 1. Whose proposal represents best value;
 2. Whose cost/price is determined reasonable; and
 3. Who is considered to be responsible within the meaning of FAR 9.104.
- d. The teams will apply color-coded ratings supported by narrative findings in the evaluation of proposals as described below:

Blue - Excellent, High Quality

Green - Good to Very Good, Contains Value

Yellow - Marginal (Acceptable but does not contain special advantages or benefit)

Red - Weak or Deficient

e. Past Performance Ratings:

High Confidence - Based on the Offeror's performance record, the Government has high confidence and essentially no doubt that an Offeror will successfully perform the required effort.

Significant Confidence - Based on the Offeror's performance record, the Government has significant confidence the Offeror will successfully perform the required effort.

Satisfactory Confidence - Based on the Offeror's performance record, the Government has confidence the Offeror will successfully perform the required effort.

Neutral Confidence - No performance record identifiable.

Little Confidence - Based on the Offeror's performance record, substantial doubt exists that the Offeror will successfully perform the required effort.

No Confidence - Based on the Offeror's performance record, extreme doubt exists that the Offeror will successfully perform the required effort.

[End of Provision]

M.4 SBInet EVALUATION FACTORS

The Government will evaluate the offeror's capability and approach for achieving the SBInet's Statement of Objectives against the following evaluation factors.

Factor 1 - Technical

Factor 2 - Performance Measures and Incentives / Disincentives and Quality Assurance Surveillance Plan

Factor 3 - Management Plan

Factor 4 - Performance Risk

Factor 5 - Past Performance and Customer Satisfaction

Factor 6 - Subcontract Plan

Factor 7 - Offeror's Proposed Task Order

Factor 8 - Cost/Price

Factors 1-4 are considered equal and each is significantly more important than Factor 5 and Factor 6. Factor 7 is less important than Factors 5 and 6. When combined, all non-cost factors are significantly more important than Factor 8, Cost/Price.

FACTOR 1 - TECHNICAL. The proposed technical solution provided in writing and in the oral presentation will be evaluated for its quality and extent to which it will achieve SBInet's Statement of Objectives. The evaluation will include an assessment of the degree to which the proposed solution adheres to sound engineering and design principles, and incorporates the efficient and effective use of people, processes, infrastructure and technology.

- A. The proposed Concept of Operations will be evaluated for the degree to which it describes a comprehensive, coherent, cost effective (life cycle cost), and realistic solution to achieving SBInet program objectives.

The effectiveness of a phased approach to implement the solution's initial and final operating capabilities. This includes an assessment of the programmatic value of the phases in terms of the proposed performance measures and metrics and the ability to quickly achieve meaningful results.

A realism assessment of the offeror's concept of operation rough order of magnitude (ROM) will be conducted.

- B. The Government will evaluate the degree to which the application of the Concept of Operations solution to the entire Tucson Sector presents the following:

The consistent application of the Concept of Operations to the Tucson Sector resulting in a comprehensive performance work statement and contract work breakdown structure that clearly identifies a time phased schedule with specific actions and deliverables required to implement the offered solution.

- C. The Government will evaluate the degree to which the offeror describes a coherent and logical description of the major distinctions in technical approach required from the Tucson Sector to application in the Swanton Sector.
- D. The Government will evaluate the proposed initial Task Order. It will be evaluated based on the effectiveness of this segment of the border security solution, the reasonableness and realism of cost and schedule, and the controls and incentives proposed to ensure the integrity of cost, schedule, and performance.

FACTOR 2 - PERFORMANCE MEASURES AND INCENTIVES/DISINCENTIVES AND QUALITY ASSURANCE SURVEILLANCE PLAN.

- A. The proposed performance measures and Quality Assurance Surveillance Plan (QASP) will be evaluated to the extent they:
 - i. Are comprehensive in their ability to quantify, measure, track, and accurately report performance against the stated program objectives;
 - ii. Demonstrate how the proposed plan achieves DHS' responsibility for complete border security;
 - iii. Advance DHS toward achieving its goal of border control by the forth year of contract performance;
 - iv. Improve, enhance, and adapt DHS' control of the border in the fifth and sixth years of contract performance;
 - v. Commit to the highest level of service consistent with cost effectiveness and proposed performance thresholds; and,
 - vi. Are tied to performance incentives and disincentives that are directly related to meeting or exceeding the stated SBInet Statement of Objectives (SOO).
- B. The QASP will be evaluated on the extent to which it: identifies measures and metrics to be applied at the contract level; proposes a incentive/disincentive program; and, delineates performance measures, tracking and reporting for specific SBInet system objectives.

FACTOR 3 - MANAGEMENT PLAN. The offeror's management plan will be evaluated for the degree to which it presents a sound partnering approach to the management of the SBInet program and demonstrates the application of proactive and predictive management tools and techniques to reduce risk and provide a high degree of confidence that the offeror will meet the stated SBInet objectives in a timely and cost effective manner. This includes an assessment of the degree to which the management plan provides:

- A. A transparent governance structure and reporting procedures that include clear lines of communication between the Contractor's team and the Government, and which provide proactive performance and program risk identification, escalation, mitigation and resolution. This includes an assessment of the

degree to which the management structure and approach foster an open partnering environment based on shared goals and objectives;

- B. Processes and program reporting tools that enhance confidence, credibility, and trust, as well as provide visibility into program status and the accurate, timely, and transparent reporting of information on program status and performance measures and metrics;
- C. Highly qualified and experienced key personnel with a proven track record of success under performance based arrangements in achieving program and performance results for programs similar in size, scope and complexity as envisioned under SBInet;
- D. Work performed under this contract is conducted by firms possessing appropriate quality and process certifications and/or appraisals, (e.g., ISO 9001 Standards or Software Engineering Institute (SEI) Capability Maturity Model (CMM) or CMM Integration, etc) and;
- E. A proposed sourcing plan that presents a systematic approach to continuously seek the best sources of services, products, and solutions to meet SBInet objectives. This includes consideration of the degree to which the Government may participate and provide insight into the competitive process. It also includes an assessment of the methodology to ensure that components/divisions of the offeror's organization are not given preference in providing goods and services.

The government requires insight the contractor's make-or-buy and subcontracting rationale. It reserves the right to review and approve or disapprove make-or-buy and subcontracting decisions considered key to the success of a Task Order. Key decisions include those critical to the success of the Task in terms of cost, schedule, or performance. The government will evaluate sourcing plans for a clear demonstration of continuous strong subcontracting competition throughout the contract life cycle.

- F. The completeness and effectiveness of the proposed conflict of interest mitigation plan. This includes an evaluation of the processes, procedures, safeguards and tools the offeror will establish and implement to protect information which may provide their firm and departments and entities within or associated with its organization, its subsidiaries, holding companies, teaming partners, distributors and/or other affiliates an unfair competitive advantage in future DHS and other Federal procurements.

FACTOR 4 - PERFORMANCE RISK. Performance risk will evaluate the degree of confidence (risk assessment) that the Government has, based upon information in the Volume II - SBInet Proposal, that the proposed technical and management approach will achieve the SBInet SOO. Performance risk will include an assessment of the probability that the technical approach will perform as proposed and that the management structure will identify and overcome internal and external impediments to successful performance.

FACTOR 5 - PAST PERFORMANCE. The past performance evaluation will focus upon the degree the offeror's past and present performance with programs similar in size, scope and complexity as SBInet adds to the Government's confidence in their ability to successfully deliver results to meet performance and customer satisfaction standards. The past performance evaluation will examine the offeror's actual performance on similar efforts from January 2000 to date. This review will focus on the size, scope and complexity of these efforts, the performance measures/service levels applied, and the actual results achieved against those measures. In conducting the past performance assessment, the Government may use data obtained from other sources as well as that provided in the proposal.

Joint ventures or similar offerors that lack past performance experience on efforts of a similar size and complexity will receive no higher than "neutral confidence" in the past performance rating. The individual past performance of the entities contributing to the joint venture will not be considered.

FACTOR 6 - SUBCONTRACT PLAN.

The subcontract plan will be evaluated for completeness and the strategy for meeting and/or exceeding the Department's goals in each socio-economic category. This evaluation factor considers the extent to which the offeror meets the requirements specified in Section H.29, FAR 52.219-9. The percentages and methods in which the offeror will acquire and utilize small businesses and other socio-economic categorized firms to meet DHS's procurement goals will be fully evaluated. (See Section L for DHS and CBP requirements for subcontracting plan submission and DHS/CBP goals).

The evaluation shall include an assessment of: the offeror's individual subcontracting reports, SF 294, for three (3) contracts of comparable size, scope, and complexity as SBInet submitted within the past year; and the most recently submitted summary subcontracting report, SF 295.

The offeror's subcontracting plan shall be evaluated as follows:

- A. The minimum percentage of any socio-economic category shall be equal to at least 80 percent of the goal in order to be evaluated at least "Yellow". The highest overall amount proposed for all socio-economic categories by an offeror will receive the highest rating (i.e., Blue). All other offerors will be pro-rated, and therefore an applicable color-coded rating that shall be calculated using the total subcontracting amount that is proposed as the numerator and the highest total amount submitted by any offeror as the denominator. Upon completing these calculations, a comparable color-coded rating will be assigned.
- B. The reliability of the subcontracting amount that is proposed will also be evaluated. The offeror shall provide a list of all contracts covered by subcontracting plans that were completed with the preceding offeror's FY. The Government shall select those SF 294s and SF 295s that will best enable evaluation to assess goals and their achievements. The percentage of goals either met or exceeded will be considered. The percentages shall be used as evidence of reliability for the proposed plan.
- C. Use of the DHS Mentor-Protégé (M/P) Program shall be evaluated to assess substantial commitment. Substantial commitment is defined as proposing a total usage that meets or exceeds 30 percent of the total subcontracting amount that is offered by any large contractor during the preceding FY.

FACTOR 7 - OFFEROR'S PROPOSED TASK ORDER. The offeror's proposed task order will be evaluated for its technical approach and achievability, the extent to which the proposed task will demonstrate the feasibility of the proposed overall solution, the extent to which the proposed metrics assure achievement of the cost, schedule, and performance for the task, and the value of proposed incentives.

FACTOR 8 - COST/PRICE. Each offeror's price and cost proposal will be evaluated based on the following:

- A. Reasonableness: Reasonableness, will be established by the existence of adequate price competition and by comparing all, or a representative sample of the proposed prices, to comparable market pricing and/or pricing from other contracts for similar work, etc.
- B. Realism: A realism assessment will be accomplished by technical review and evaluation of the skill mix, specific hours for the Tucson Sector order, and the kinds and quantity of material for each identified CLIN in the offeror's proposed cost/price proposal. The evaluation is to determine whether the estimated proposed price and the basis of estimates are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the approach described in the offeror's technical proposal.
- C. Price Risk: The Government will evaluate the risk associated with pricing schemes.

M.5 COST OR PRICE EVALUATION (MAR 2003)

Separately and apart from the technical evaluation, the Government will conduct a cost and/or price evaluation of the offeror's cost/price proposal. A price analysis will be conducted to determine if proposed prices accurately and adequately reflect the work to be performed. A cost analysis may be conducted to determine cost reasonableness and/or cost realism. The cost or price evaluation will include the initial task order and successful negotiation of a fair and reasonable price as determined by the government.

A cost realism evaluation will be performed for all cost reimbursement contract awards. (See FAR 15.305). Cost realism will be a significant factor in the award decision. In evaluation of an offeror's proposed cost, the

Government's concern is to determine what the Government should realistically pay for the effort, the prospective contractor's understanding of the proposed contract. The primary consideration will be which offeror can perform the contract in the manner most advantageous to the Government as determined by evaluation of the proposal in accordance with the established evaluation criteria.

As part of proposal evaluation, and in order to minimize potential or built-in cost growth, the Government intends to evaluate the realism of the offeror's proposed costs in terms of its proposed approach to determine the probable cost of performance. To assist the Government in evaluating this area, offerors are requested to furnish a brief but comprehensive statement concerning the estimating procedures used in preparing the offer and to specifically include a description of the offeror's established estimating procedures.

The realistic cost may differ from the proposed cost and should reflect the Government's best estimate of the cost of any contract that is most likely to result from the offeror's proposal. The realistic cost shall be used for purposes of evaluation to determine the best value. The realistic cost is determined by adjusting each offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis (See FAR 15.404-1(d)).

[End of Provision]

M.6 BASIS OF AWARD (TRADE-OFF ANALYSIS) (MAR 2003)

Award shall be made to the offeror(s) whose proposal(s) are determined to best meet the needs of Government after consideration of all factors-- i.e., provides the "best value". "Best value" is defined as the procurement process that results in the most advantageous acquisition decision for the Government and is performed through an integrated assessment and trade-off analysis among cost or price and non-cost or price factors, including successful negotiation, if necessary, of the offeror's proposed task order, as the basis of award.

The basis for the award of a contract as a result of this Request for Proposal (RFP) will be a detailed, integrated evaluation by the Government on the basis of how well the proposals satisfy the evaluation criteria specified herein. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror(s) or other than the offeror(s) with the highest technical merit rating.

The Contracting Officer or Source Selection Authority has the right to determine whether two or more technical proposals are "substantially equal" or whether any differences in technical weighing are "significant" for purposes of evaluating the overall merit of proposals. Between proposals of substantially equal technical merit, cost/price will become a more significant factor. Between competing proposals, the Government is not willing to pay significantly more for a minor technical difference, nor is the Government willing to forego a significant technical difference in exchange for a small cost/price differential.

[End of Provision]

M.7 COST REALISM (MAR 2003)

A proposal is presumed to represent an offeror's best efforts to respond to the solicitation. Supporting data may be required to conduct a cost realism evaluation and validate the costs contained in the proposal. The burden of proof as to cost credibility rests with the offeror. Any perceived inconsistency between promised performance and cost, should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained; or, if a business policy decision has been made to absorb a portion of the estimated cost, that should be stated in the proposal.

Any significant inconsistency, if unexplained, may raise questions concerning the viability of the offer. If such inconsistencies are perceived in the proposal, the offeror's proposed costs may be adjusted as a result of the

Government's cost analysis to reflect the realistic cost of the proposed approach/program to the Government. The resulting cost figure will be known as the Most Probable Cost (MPC). At a minimum, the MPC will be used as part of the overall cost evaluation, and may be part of the Government's trade-off analysis, if required, as set forth in Section M.

Costs associated with offeror's proposal that are determined to be unrealistic under any MPC exercise may result in adjustments in the evaluation of the proposal. The adjustment process may result in the degradation of the offeror's technical rating and/or an elevation of their proposal risk, and may include rejection of the offer. Any such adjustments may variously be considered, among other things, a reflection of the offeror's lack of understanding of the nature or scope of the work, a failure to cost out specific technical approach requirements, or a failure to provide sufficient information to support their cost proposal or a combination of any or all of these.

[End of Provision]

[END OF SECTION M]

SECTION J
ATTACHMENTS

ATTACHMENT 01 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

1. Definitions

- a. Authorized Government Representative - A Government employee designated by name and/or position title to conduct liaison between the Contractor and the Contracting Officer on matters pertinent to this contract and is the Contracting Officer's authorized representative. Also referred to as the Contracting Officer's Technical Representative (COTR)
- b. Contracting Officer (CO) - A Government employee with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- c. Contracting Officer's Technical Representative (COTR) - The Government employee designated in writing by the Contracting Officer to monitor Contractor performance. The COTR for this contract will be designated at contract award.
- d. Contract Requirements - Specific tasks to be performed under the contract. The cost of a contract requirement includes the cost of all labor, fringe benefits, overhead, and profit associated with that particular requirement.

2. Acronyms and Abbreviations

CLIN	Contract Line Item Number
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off The Shelf
DHS	Department of Homeland Security
DHSMD	Department of Homeland Security Management Directive
EO	Executive Order
EPA	Environmental Protection Agency
FAR	Federal Acquisition Regulation
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFM	Government Furnished Material
GFP	Government Furnished Property
HSAR	Homeland Security Acquisition Regulation
HSPD	Homeland Security Presidential Directive
IPT	Integrated Product Team
IWN	Integrated Wireless Network
MSDS	Material Safety Data Sheet
NACI	National Agency Check Inquiry
NCIC	National Crime Information Center
NEPA	National Environmental Policy Act
OIT	Office of Information and Technology
OMB	Office of Management and Budget
OSHA	Occupational Safety and Health Administration
OT&E	Operational Test and Evaluation
PEO	Program Executive Office
PM	Program Manager
PMO	Program Management Office
POV	Privately Owned Vehicle
QA	Quality Assurance

QASP	Quality Assurance Surveillance Plan
SBI	Secure Border Initiative
TEMP	Test and Evaluation Master Plan

ATTACHMENT 02
LAWS, REGULATIONS, AND POLICIES - URLs

The Contractor will adhere to all applicable Federal laws, regulations and policies governing the design, integration, operation, construction and maintenance of Federal resources and assets. The following laws, regulations, standards and policies apply to the SBI^{net} contract; however, they may not be all-inclusive and the associated URLs may not remain current. It is the responsibility of the contractor to identify and adhere to *all* applicable Federal, state, and local laws and codes while performing under the terms of the SBI^{net} contract and issued task orders.

I. Public Laws

Clinger-Cohen Act

http://www.cio.gov/Documents/it_management_reform_act_Feb_1996.htm

Federal Financial Improvement Act

http://www.whitehouse.gov/omb/financial/fm_systems.html

Federal Information Security Management Act (FISMA) of 2002 (Title III of E-Gov)

<http://csrc.ncsl.nist.gov/policies/>

Federal Managers' Financial Integrity Act of 1982

<http://www.whitehouse.gov/omb/financial/fmfi1982.html>

Federal Records Act

http://www.access.gpo.gov/uscode/title44/chapter33_.html

Freedom of Information Act of 1974

<http://www.usdoj.gov/04foia/foiastat.htm>

Government Paperwork Elimination Act (GPEA)

http://www.archives.gov/records_management/policy_and_guidance/electronic_signature_technology.html

Paperwork Reduction Act

http://www.archives.gov/federal_register/public_laws/acts.html#pra

44 U.S.C. 1061-1065, Government Information Security Reform Act.

<http://csrc.nist.gov/policies/Subtitle-G2.pdf>

Rehabilitation Act of 1973 (Section 508)

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>

Children's Online Privacy Protection Act of 1998 (COPPA):

<http://www.ftc.gov/ogc/coppa1.htm>

No Fear Act Notification and Federal Employee Anti-discrimination and Retaliation of 2002 (No Fear Act) Public Law No. 107-174)

http://www.hhs.gov/eo/no_fear_act_of_2001.html

Small Business Paperwork Relief Act of 2002

<http://www.whitehouse.gov/omb/infoereg/sbp102803.html>

II. Executive Orders and Presidential Directives

Executive Order (EO) 13231 - "Critical Infrastructure Protection in the Information Age"

<http://www.whitehouse.gov/news/releases/2001/10/20011016-12.html>

EO 13011 - "Federal Information Technology"

<http://www.cio.gov/index.cfm?function=executiveorder>

EO 13166, "Improving Access to Services for People with Limited English Proficiency"

<http://www.usdoj.gov/crt/cor/Pubs/eolep.htm>

EO 53: President's Board on Safeguarding Americans' Civil Liberties

EO 54: National Counterterrorism Center

EO 55: Strengthened Management of the Intelligence Community

EO 56: Strengthening the Sharing of Terrorism Information to Protect Americans

EO 88: Further Strengthening the Sharing of Terrorism Information to Protect Americans

III. Federal Regulations and Guidelines

Federal Acquisition Regulation (FAR)

<http://www.arnet.gov/far/>

OMB Circular A-11 – “Preparation and Submission of Budget Estimates”

<http://www.whitehouse.gov/omb/circulars/a11/04toc.html>

OMB Circular A-123 – “Management Accountability and Control”

<http://www.whitehouse.gov/omb/circulars/a123/a123.html>

OMB Circular A-127 – “Financial Management Systems”

<http://www.whitehouse.gov/omb/circulars/a127/a127.html>

OMB Circular A-130 – “Management of Federal Information Resources”, Appendix III – “Security of Federal Information Resources”

<http://www.whitehouse.gov/omb/circulars/a130/a130.html>

OMB Circular A-130, App 1:

http://www.whitehouse.gov/omb/circulars/a130/a130appendix_i.html

OMB Memorandum 97-02 – “Funding Information Systems Investments”

<http://www.whitehouse.gov/omb/bulletins/97-02.html>

OMB Memorandum 03-22, OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002

<http://www.whitehouse.gov/omb/memoranda/m03-22.html>

OMB Memorandum 97-16 – “Information Technology Architectures”

<http://www.whitehouse.gov/omb/memoranda/m97-16.html>

OMB Memorandum 00-15 – “OMB Guidance on Implementing the Electronic Signatures in Global and National Commerce Act”

<http://www.whitehouse.gov/omb/memoranda/m00-15.html>

General Accounting Office (GAO) Accounting and Information Management Division (AIMD)

Report 94-115 – “Executive Guide: Improving Mission Performance Through Strategic Information Management and Technology”

<http://www.access.gpo.gov/cgi-bin/useftp.cgi?IPaddress=wais.access.gpo.gov&filename=ai94115.txt&directory=/diskb/wais/data/gao>

Records Management - Code of Federal Regulations (CFR), Parts 1220-1238

http://www.archives.gov/about_us/regulations/subchapter_b.html

IV. Additional Standards

FIPS PUB 87 – “Guidelines for ADP Contingency Planning”

<http://csrc.nist.gov/publications/fips/fips87/fips87.pdf>

International Organization for Standardization

<http://www.iso.ch/iso/en/ISOOnline.openerspage>

IRS Publication 1075 – “Tax Information Security Guidelines for Federal, State, and Local Agencies”

<http://www.irs.gov/pub/irs-pdf/p1075.pdf>

Software Engineering Institute (SEI) and the Capability Maturity Model Integration (CMMI)

<http://www.sei.cmu.edu/cmmi/>

V. Security and Privacy-Related Laws, Standards, Regulations and Guidelines

The contractor will adhere to the following federal laws, regulations and policies governing physical and data security, privacy, release and disposition of information, data and systems of records.

A. Public Laws

Computer Fraud and Abuse Act of 1987

<http://cio.doe.gov/Documents/CFA.HTM>

Computer Matching and Privacy Protection Act of 1988

<http://www.ed.gov/about/offices/list/ocio/legislation.html>

Computer Security Act of 1987

http://www.cio.gov/Documents/computer_security_act_Jan_1998.html

Electronic Signatures in Global and National Commerce Act of 2000 (E-Sign)

http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=106_cong_bills&docid=f:s761enr.txt.pdf

Children's Online Privacy Protection Act of 1998 (COPPA):

<http://www.ftc.gov/ogc/coppa1.htm>

Federal Records Act

http://www.access.gpo.gov/uscode/title44/chapter33_.html

Freedom of Information Act of 1974

<http://www.usdoj.gov/04foia/foiastat.htm>

Privacy Act of 1974

<http://www.usdoj.gov/04foia/privstat.htm>

18 U.S.C. 1367, 2232, 2510, 2510 Notes, 2511 to 2521, 2701, 2701 Note, 2702 to 2711, 3117, 3121 Note, 3122 to 3127, Electronic Communications Privacy Act of 1986

Computer Fraud and Abuse Act of 1987

<http://cio.doe.gov/Documents/CFA.HTM>

B. Standards

Federal Information Processing Standard Publication (FIPS PUB) 31 - "Guidelines for ADP Physical Security and Risk Management"

<http://csrc.nist.gov/publications/fips/fips31/fips31.pdf>

FIPS PUB 73 - "Guidelines for Security of Computer Applications"

<http://csrc.nist.gov/publications/fips/fips73/fips73.PDF>

FIPS PUB 83 - "Guidelines on User Authentication Techniques for Computer Network Access Control"

<http://csrc.nist.gov/publications/fips/>

FIPS PUB 112 - "Password Usage"

<http://www.itl.nist.gov/fipspubs/fip112.htm>

FIPS PUB 113 - "Computer Data Authentication"

<http://www.itl.nist.gov/fipspubs/fip113.htm>

FIPS PUB 197 - "ADVANCED ENCRYPTION STANDARD (AES)"

<http://csrc.nist.gov/publications/fips/fips197/fips-197.pdf>

National Institute of Standards and Technology

<http://www.nist.gov/>

NIST Special Publication 800-18 - "Guide for Developing Security Plans for Information Technology Systems"

<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>

NIST Special Publications 800-26, Security Self-Assessment Guide for Information Technology Systems

http://www.securitymanagement.com/library/nist_security1201.pdf

NIST Federal Information Technology Security Assessment Framework (FITSAF), November 28, 2000, prepared for the Federal Chief Information Officer (CIO) Council

NIST Special Publication 800-64 – “Security Considerations in the Information System Development Life Cycle”

<http://csrc.nist.gov/publications/nistpubs/800-64/NIST-SP800-64.pdf>

NIST Special Publication 800-37 – “Guide for the Security Certification and Accreditation of Federal Information Systems”

<http://csrc.nist.gov/publications/nistpubs/800-37/SP800-37-final.pdf>

NIST Special Publication 800-53 – “Recommended Security Controls for Federal Information Systems, Draft”

<http://csrc.nist.gov/publications/nistpubs/800-53/SP800-53.pdf>

NIST Special Publication 800-34 – “Contingency Planning Guide for Information Technology Systems”

<http://csrc.nist.gov/publications/nistpubs/800-34/sp800-34.pdf>

NIST Special Publication 800-40 – “Procedures for Handling Security Patches”

<http://csrc.nist.gov/publications/nistpubs/800-40/sp800-40.pdf>

NIST Special Publication 800-60 – “Guide for Mapping Types of Information and Information Systems to Security Categories”

<http://csrc.nist.gov/publications/nistpubs/800-60/SP800-60V1-final.pdf>

<http://csrc.nist.gov/publications/nistpubs/800-60/SP800-60V2-final.pdf>

The Contractor must ensure that all contractor personnel have received appropriate information systems security training according to NIST Special Publication 800-16 – “Information Technology Training Requirements”

<http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf>

<http://csrc.nist.gov/publications/nistpubs/800-16/AppendixA-D.pdf>

http://csrc.nist.gov/publications/nistpubs/800-16/Appendix_E.pdf

OPM, 5 CFR, Part 930.302 OPM Training Requirements

http://edocket.access.gpo.gov/cfr_2001/janqtr/pdf/5cfr930.302.pdf

The contractor will be responsible for securing their development environments according to leading practices, including compliance with NIST standards:

NIST Special Publication 800-31 – “Intrusion Detection Systems (IDS)”

<http://csrc.nist.gov/publications/nistpubs/800-31/sp800-31.pdf>

NIST Special Publication 800-41 – “Guidelines on Firewalls and Firewall Policy”

<http://csrc.nist.gov/publications/nistpubs/800-41/sp800-41.pdf>

C. Additional Federal Regulations and Guidelines

OMB Bulletin 90-08 – “Guidelines for Preparation of Security Plans for Federal Systems that Contain Sensitive Data”

<http://www.oirm.nih.gov/itmra/omb90-08.html>

OMB Memorandum 99-18, Privacy Policies on Federal Websites

<http://www.whitehouse.gov/omb/memoranda/m99-18.html>

OMB Memorandum -03-22, OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002

<http://www.whitehouse.gov/omb/memoranda/m03-22.html>

OMB Memorandum 04-25, Reporting Instructions for the Federal Information Security Management Act (FISMA)

<http://www.whitehouse.gov/omb/memoranda/fy04/m04-25.pdf>

OMB Memorandum-04-04, E-Authentication Guidance for Federal Agencies

<http://www.whitehouse.gov/omb/memoranda/fy04/m04-04.pdf>

OMB Memorandum M-00-07, Incorporating and Funding Security in Information Systems Investments

<http://www.whitehouse.gov/omb/memoranda/m00-07.html>

OMB Memorandum M-05-05, Electronic Signatures: How to Mitigate the Risk of Commercial Managed Services

<http://www.whitehouse.gov/omb/memoranda/fy2005/m05-05.pdf>

Security Highlights OSS-11.1.4, April 1992.

http://www.gao.gov/policy/11_1_4.pdf

Executive Guide: Information Security Management: Learning From Leading Organizations, GAO/AIMD-98-68, May 1998.

<http://www.gao.gov/archive/1998/ai98068.pdf>

Information Security Risk Assessment: Practices of Leading Organizations, GAO/AIMD-00-33, November 1999.

<http://www.gao.gov/special.pubs/ai00033.pdf>

NIIP: National Infrastructure Protection Plan: Any activities that relate to the implementation of the National Infrastructure Protection Plan (NIPP)

NCTC Charter: Any activities required by the National Counterterrorism Charter.

Intel Bill Provisions: Those activities that ensure DHS compliance with the 2004 Intelligence Reform Bill.

VI. Department of Homeland Security and Customs and Border Protection Regulations and Guidelines

A. Homeland Security Presidential Directives (HSPD)

HSPD 5: Management of Domestic Incidents (Initial National Response Plan, 30 September 03)

HSPD 6: Integration and Use of Screening Information

HSPD 7: Critical Infrastructure Identification, Prioritization, and Protection

HSPD 8: National Preparedness

HSPD 9: Defense of United States Agriculture and Food

HSPD 10: Biodefence for the 21st Century

HSPD 11: Comprehensive Terrorist-Related Screening Procedures

HSPD 12: Policy for a Common Identification Standard for Federal Employees and Contractors

HSPD 13: Maritime Security Policy

HSPD 14: Domestic Nuclear Detection

B. Department of Homeland Security Management Directives (DHSMD)

DHSMD No. 1400, Investment Review Process

DHSMD No. 0007, Information Technology Integration and Management

DHSMD No. 4010, IT Accessibility
DHSMD No. 4020, Enterprise Architecture Governance
DHSMD No. 4100, Wireless Management Office
DHSMD No. 4200.1, IT Capital Planning and Investment Control (CPIC) and Portfolio Management
DHSMD No. 4300.1, Information Technology System Security
DHSMD No. 4030, Geospatial Management Office

Department of Homeland Security Strategic Plan (current edition)
Department of Homeland Security Acquisition Regulation
<http://www.dhs.gov/dhspublic/>

C. Additional Regulations and Guidelines

CBP Information Notice 06-006, Sensitive but Unclassified Information (For Official Use Only), dated February 23, 2006. (no URL available)

Identification, Prioritization, and Protection, December 17, 2003; revised January 1, 2004.

DHS Information Quality Guidelines

CBP Information Notice 06-006, Sensitive but Unclassified Information (For Official Use Only), dated February 23, 2006. (no URL available)

CBP Investment Management Process, CBP Directive Number 5510-030, establishes the U.S. Customs Service (now Bureau of Customs and Border Protection or CBP) standard for managing Information Technology (IT) Investments.

CBP System Development Life Cycle Compliance Policy, CBP Directive Number 5510-031, establishes the US Customs Service (now CBP) intention to manage its Information and Technology projects and systems as investments using disciplined engineering practices.

ATTACHMENT 03
COST PROPOSAL WORKSHEETS

Include these forms In Volume III of the proposal, as prescribed by the instructions contained in Section L of the Request for Proposal.

Provide this Sheet for Program Management Task and Tucson Sector Task for Base Year and All Option Years With a Rollup				
Labor Category	Name Or Composite	Rate Per Hour*	Hours	Extended Cost
Key Personnel				
Non-Key Personnel				
Total Company Direct Labor Cost				
Fringe Benefit Cost				
Overhead Cost				
G&A On Labor				
Other G&A				
Subtotal Company Direct Labor Cost				
Subcontracted Direct Labor#				
G&A On Subcontracted Direct Labor				
Subtotal on Subcontracted Direct Labor Cost				
Total Direct Labor Cost				
Proposed Profit or Fee, if applicable				
Other Direct Costs				
Travel and Per Diem (JTR-Provide Detailed Backup)				
Materials (Provide Bill of Materials and Proof of Price Competition)				
Miscellaneous				
Total Other Direct Costs				
Architect and Engineering Costs				
Construction Costs--Provided Detailed Proposal IAW FAR 52.236-28				
Facilities Capital Cost of Money (FCOM)				
TOTAL				
* Rate per hour is based upon a 2,080 hour per year salary with Direct Productive Labor Hours with not more than 1,960 hours/year.				

Labor Category (Offeror Defined)	Employee Name	Weighting Factor	Actual Rate Per Hour	Weighted Rate Per Hour
Category	Employee Name 1			
	Employee Name 2			
	Employee Name 3			
Weighted Rate Per Hour				

	Offeror Indirect Rates			
Indirect Rate Category	2006	2007	2008	2009
Fringe				
Overhead				
Subcontractor G&A				
Material Handling				
G&A				
Others As Applicable				

ATTACHMENT 04
KEY PERSONNEL RÉSUMÉ FORMAT

Reference: Include this form In Volume III, Part E of the proposal, as prescribed by the instructions contained in Section L of the Request for Proposal. A completed form is required for *each* proposed Key Personnel Position.

Proposed Key Position Title and Description

Provide the proposed key position title and a brief description of the duties for this position.

Name of Proposed Key Person

Provide the name of the proposed individual for the key position described above.

Education and Training

Provide degree(s) earned (e.g., BSEE), major field of study (e.g., B.S., Computer Science), name and address of college or university, and year(s) degree(s) awarded. If candidate did not earn a degree, indicate the program of study and number of credit hours completed.

Professional and/or Technical Certifications

List all applicable professional and/or technical certifications earned, name of certifying body or organization, and year earned. Describe the relevance to nature of work proposed for SBI^{net} systems integration support.

Employment History

Provide name and address of employer, total period of employment with employer, reverse chronological listing of job assignment(s) relevant to proposed assignment for SBI^{net}. For each job assignment, show the candidate's:

- Labor category and duration of assignment by month and year.
- Major customer(s) and program(s) served on the assignment.
- Specific relevance of work performed, including accomplishments or innovations in technical or managerial performance.
- Currently and previously held security clearances, if any.

ATTACHMENT 05
RELEVANT CONTRACT REFERENCE DATA (PAST PERFORMANCE)

Reference: Include this form In Volume III, Part G of the proposal, as prescribed by the instructions contained in Section L of the Request for Proposal. A completed form is required for *each* relevant contract effort being referenced.

Program or Task Order Title				
Customer Name				
Customer Address	Street			
	City/State			
	Zip			
	Tel.		Fax	
Contract Points of Contact	Contractual:		Technical:	
	Name		Name	
	Title		Title	
	Organization		Organization	
	Address		Address	
	Tel.		Tel.	
	Fax		Fax	
	Email		Email	
Contract Type				
Contract Number				
Task Order # if Applicable				
Contract or Task Order Technical Point of Contact	Name			
	Title			
	Organization			
	Address			
	Tel.			
	Fax			
	Email			
Period of Performance	Project Start Date			
	Original Completion Date			
	Estimated/Actual Completion Date			
	Explanation of Delay if Applicable			
Contract Value	Original Value			
	Current Value			
	Estimated/Actual Completion Date			
	Explanation of Cost Growth			
Small Business Subcontracting	Levels achieved against subcontracting plan goals (if applicable) and as a percentage of contract value			

ATTACHMENT 06
CONTRACT DATA REQUIREMENTS LIST

This document defines the requirements for deliverables to be provided under the contract. It presents the Contract Deliverables Requirements List (CDRL) item by item and preparation information. Except where specifically indicated to the contrary, the formats and drawing standards used shall be those normally used by the offeror/contractor and/or by its subcontractors. This document describes deliverables which are required as part of the contract proposal and/or during contract performance.

Deliverable Name	Format
Project Management Plan	MS Word
Scope Management Plan	MS Word
Scope Definition	MS Word
Work Breakdown Structure	MS Project 2000
Project Schedule	MS Project 2000
Cost Management Plan	MS Word
Cost Estimates	MS Word, MS Excel
Quality Management Plan	MS Word
Staffing Management Plan	MS Word
Communications Management Plan	MS Word
Risk Management Plan	MS Word
Procurement Management Plan	MS Word
Test and Evaluation Plan	MS Word
Acceptance Plan	MS Word
Design Plan	MS Word, AutoCAD, Printed on D-sheet size, individual PDF files for all drawings for all Layout and Model Views
Communications Design Plan	MS Word, AutoCAD, Printed on D-sheet size, individual PDF files for all drawings for all Layout and Model Views
Sensor Design Plan	MS Word, AutoCAD, Printed on D-sheet size, individual PDF files for all drawings for all Layout and Model Views
Infrastructure Design Plan	MS Word, AutoCAD, Printed on D-sheet size, individual PDF files for all drawings for all Layout and Model Views
Mobile Platform Design Plan	MS Word, AutoCAD, Printed on D-sheet size, individual PDF files for all drawings for all Layout and Model Views
Concept of Operations Design Plan	MS Word, AutoCAD, Printed on D-sheet size, individual PDF files for all drawings for all Layout and Model Views

Integration Design Plan	MS Word, AutoCAD, Printed on D-sheet size, individual PDF files for all drawings for all Layout and Model Views
Weekly, monthly, quarterly reports	MS Word
Meeting minutes	MS Word
Risk tracking documents	MS Word
Test reports	MS Word
Draft Design Plan	AutoCAD, Printed on D-sheet size, individual PDF files for all drawings for all Layout and Model Views
Bill of Materials	MS Excel, with PDF duplicate copy for record
Final Design Plan	AutoCAD, Printed on D-sheet size, individual PDF files for all drawings and Layout and Model Views
Final Implementation Plan	AutoCAD, Printed on D-sheet size, individual PDF files for all drawings and Layout and Model Views
Operating Manuals, warranties, test results, and registrations	Per manufacturer, PDF or Word
Invoice Submissions	MS Excel with PDF duplicate copy for record
Training Plan	MS Word
Training Materials	Per manufacturer, PDF or MS Word
As-Built Documentation	AutoCAD, Printed on D-sheet size, individual PDF files for all drawings and Layout and Model Views
Status Reports	MS Word
PDR Briefing Package	MS PowerPoint
Developmental Test & Evaluation (DT&E) Plan	MS Word
CDR Briefing Package	MS PowerPoint
DT&E Report	MS Word
Operational Test & Evaluation (OT&E) Plan	MS Word
Operator Report	MS Word
OT&E Report	MS Word

As-Built documentation shall include an inventory of installed components and shall depict a complete layout (physical and functional) of the system including drawings and schematics detailing equipment enclosure layouts, tower profiles, control room layouts, conduit runs, rack drawings, equipment interfaces and other required drawings.

Operating manuals shall be descriptive in detail sufficient to enable Government maintenance personnel to become fully conversant, knowledgeable and able to perform all system operations. Maintenance manuals shall be sufficient in detail to enable personnel to perform routine preventive and restorative maintenance on system components.

All deliverables require review and acceptance by the Contracting Officer's Technical Representative (COTR). Upon completion of the review, the plans shall be updated with changes. The Final Design Plan, and Final Implementation Plan shall then be submitted to the COTR for approval.

ATTACHMENT 7
EARNED VALUE MANAGEMENT SYSTEM TABLES

CLASSIFICATION (When Filled In)

CONTRACT PERFORMANCE REPORT FORMAT 1 - WORK BREAKDOWN STRUCTURE												DOLLARS IN _____			FORM APPROVED OMB No. 0704-0188		
<small>The public reporting burden for this collection of information is estimated to average 3.1 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THIS ADDRESS. SUBMIT COMPLETED FORMS IN ACCORDANCE WITH CONTRACTUAL REQUIREMENTS</small>																	
1. CONTRACTOR				2. CONTRACT				3. PROGRAM				4. REPORT PERIOD					
a. NAME				a. NAME				a. NAME				a. FROM (YYYYMMDD)					
b. LOCATION (Address and ZIP Code)				b. NUMBER				b. PHASE				b. TO (YYYYMMDD)					
				c. TYPE		d. SHARE RATIO		c. EVMS ACCEPTANCE NO YES (YYYYMMDD)									
5. CONTRACT DATA																	
a. QUANTITY		b. NEGOTIATED COST		c. ESTIMATED COST OF AUTHORIZED UNPRICED WORK		d. TARGET PROFIT/ FEE		e. TARGET PRICE		f. ESTIMATED PRICE		g. CONTRACT CEILING		h. ESTIMATED CONTRACT CEILING		i. DATE OF OTB/OTS (YYYYMMDD)	
6. ESTIMATED COST AT COMPLETION										7. AUTHORIZED CONTRACTOR REPRESENTATIVE							
		MANAGEMENT ESTIMATE AT COMPLETION (1)		CONTRACT BUDGET BASE (2)		VARIANCE (3)		a. NAME (Last, First, Middle Initial)				b. TITLE					
a. BEST CASE								c. SIGNATURE				d. DATE SIGNED (YYYYMMDD)					
b. WORST CASE																	
c. MOST LIKELY																	
8. PERFORMANCE DATA																	
ITEM (1)		CURRENT PERIOD				CUMULATIVE TO DATE					REPROGRAMMING ADJUSTMENTS			AT COMPLETION			
		BUDGETED COST		ACTUAL COST WORK PERFORMED (4)	VARIANCE		BUDGETED COST		ACTUAL COST WORK PERFORMED (9)	VARIANCE					BUDGETED (14)	ESTIMATED (15)	VARIANCE (16)
		WORK SCHEDULED (2)	WORK PERFORMED (3)		SCHEDULE (5)	COST (6)	WORK SCHEDULED (7)	WORK PERFORMED (8)		SCHEDULE (10)	COST (11)	COST VARIANCE (12a)	SCHEDULE VARIANCE (12b)	BUDGET (13)			
a. WORK BREAKDOWN STRUCTURE ELEMENT																	
b. COST OF MONEY																	
c. GENERAL AND ADMINISTRATIVE																	
d. UNDISTRIBUTED BUDGET																	
e. SUB TOTAL (PERFORMANCE MEASUREMENT BASELINE)																	
f. MANAGEMENT RESERVE																	
g. TOTAL																	
9. RECONCILIATION TO CONTRACT BUDGET BASE																	
a. VARIANCE ADJUSTMENT																	
b. TOTAL CONTRACT VARIANCE																	

CLASSIFICATION (When Filled In)

CONTRACT PERFORMANCE REPORT FORMAT 2 - ORGANIZATIONAL CATEGORIES												DOLLARS IN _____			FORM APPROVED OMB No. 0704-0188		
<small>The public reporting burden for this collection of information is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THIS ADDRESS. SUBMIT COMPLETED FORMS IN ACCORDANCE WITH CONTRACTUAL REQUIREMENTS.</small>																	
1. CONTRACTOR		2. CONTRACT				3. PROGRAM				4. REPORT PERIOD							
a. NAME		a. NAME				a. NAME				a. FROM (YYYYMMDD)							
b. LOCATION (Address and ZIP Code)		b. NUMBER				b. PHASE				b. TO (YYYYMMDD)							
		c. TYPE		d. SHARE RATIO		c. EVMS ACCEPTANCE NO YES (YYYYMMDD)											
5. PERFORMANCE DATA																	
ITEM (1)	CURRENT PERIOD					CUMULATIVE TO DATE					REPROGRAMMING ADJUSTMENTS			AT COMPLETION			
	BUDGETED COST		ACTUAL COST WORK PERFORMED (4)	VARIANCE		BUDGETED COST		ACTUAL COST WORK PERFORMED (9)	VARIANCE					BUDGETED (14)	ESTIMATED (15)	VARIANCE (16)	
	WORK SCHEDULED (2)	WORK PERFORMED (3)		SCHEDULE (5)	COST (6)	WORK SCHEDULED (7)	WORK PERFORMED (8)		SCHEDULE (10)	COST (11)							
a. ORGANIZATIONAL CATEGORY																	
b. COST OF MONEY																	
c. GENERAL AND ADMINISTRATIVE																	
d. UNDISTRIBUTED BUDGET																	
e. SUB TOTAL (PERFORMANCE MEASUREMENT BASELINE)																	
f. MANAGEMENT RESERVE																	
g. TOTAL																	

CLASSIFICATION (When Filled In)

CONTRACT PERFORMANCE REPORT FORMAT 3 - BASELINE											DOLLARS IN _____				FORM APPROVED OMB No. 0704-0188	
The public reporting burden for this collection of information is estimated to average 6.3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THIS ADDRESS. SUBMIT COMPLETED FORMS IN ACCORDANCE WITH CONTRACTUAL REQUIREMENTS.																
1. CONTRACTOR			2. CONTRACT					3. PROGRAM				4. REPORT PERIOD				
a. NAME			a. NAME					a. NAME				a. FROM (YYYYMMDD)				
b. LOCATION (Address and ZIP Code)			b. NUMBER					b. PHASE				b. TO (YYYYMMDD)				
			c. TYPE		d. SHARE RATIO			c. EVMS ACCEPTANCE NO YES (YYYYMMDD)								
5. CONTRACT DATA																
a. ORIGINAL NEGOTIATED COST		b. NEGOTIATED CONTRACT CHANGES		c. CURRENT NEGOTIATED COST (a. + b.)			d. ESTIMATED COST OF AUTHORIZED UNPRICED WORK			e. CONTRACT BUDGET BASE (c. + d.)		f. TOTAL ALLOCATED BUDGET			g. DIFFERENCE (e. - f.)	
h. CONTRACT START DATE (YYYYMMDD)			i. CONTRACT DEFINITIZATION DATE (YYYYMMDD)				j. PLANNED COMPLETION DATE (YYYYMMDD)			k. CONTRACT COMPLETION DATE (YYYYMMDD)			l. ESTIMATED COMPLETION DATE (YYYYMMDD)			
6. PERFORMANCE DATA																
ITEM (1)	BCWS CUMULATIVE TO DATE (2)	BCWS FOR REPORT PERIOD (3)	BUDGETED COST FOR WORK SCHEDULED (BCWS) (Non-Cumulative)											UNDIS-TRIBUTED BUDGET (15)	TOTAL BUDGET (16)	
			SIX MONTH FORECAST						ENTER SPECIFIED PERIODS							
			+1 (4)	+2 (5)	+3 (6)	+4 (7)	+5 (8)	+6 (9)	(10)	(11)	(12)	(13)	(14)			
a. PERFORMANCE MEASUREMENT BASELINE (Beginning of Period)																
b. BASELINE CHANGES AUTHORIZED DURING REPORT PERIOD																
c. PERFORMANCE MEASUREMENT BASELINE (End of Period)																
7. MANAGEMENT RESERVE																
8. TOTAL																

CLASSIFICATION (When Filled In)

CLASSIFICATION (When Filled In)

CONTRACT PERFORMANCE REPORT FORMAT 4 - STAFFING	
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FORM APPROVED
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **PLEASE DO NOT RETURN YOUR FORM TO THIS ADDRESS. SUBMIT COMPLETED FORMS IN ACCORDANCE WITH CONTRACTUAL REQUIREMENTS.**

1. CONTRACTOR		2. CONTRACT		3. PROGRAM		4. REPORT PERIOD	
a. NAME		a. NAME		a. NAME		a. FROM (YYYYMMDD)	
b. LOCATION (Address and ZIP Code)		b. NUMBER		b. PHASE		b. TO (YYYYMMDD)	
		c. TYPE	d. SHARE RATIO	c. EVMS ACCEPTANCE NO YES (YYYYMMDD)			

5. PERFORMANCE DATA (All figures in whole numbers)[illegible]

DD FORM 2734/4, MAR 05

LOCAL REPRODUCTION AUTHORIZED.

CLASSIFICATION (When Filled In)

**CONTRACT PERFORMANCE REPORT
FORMAT 5 - EXPLANATIONS AND PROBLEM ANALYSES**

FORM APPROVED
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 36 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **PLEASE DO NOT RETURN YOUR FORM TO THIS ADDRESS. SUBMIT COMPLETED FORMS IN ACCORDANCE WITH CONTRACTUAL REQUIREMENTS.**

1. CONTRACTOR	2. CONTRACT	3. PROGRAM	4. REPORT PERIOD
a. NAME	a. NAME	a. NAME	a. FROM (YYYYMMDD)
b. LOCATION (Address and ZIP Code)	b. NUMBER	b. PHASE	b. TO (YYYYMMDD)
	c. TYPE	d. SHARE RATIO	
		c. EVMS ACCEPTANCE NO YES (YYYYMMDD)	

5. EVALUATION**Discussion should include but is not limited to:**Summary Analysis

Summary of Overall Contract Variances
Differences between EAC's (Blocks 6.a, 6.b, 6.c, or Block 8.15)
Changes in Undistributed Budget
Changes in Management Reserve
Significant timephasing shifts in Baseline (BCWS) (Format 3)
Significant timephasing shifts or Overall Changes in Forecasted Staffing (Format 4)
Discussion of Over Target Baseline and/or Over Target Schedule incorporation

Analysis of Significant Variances: (identify and describe each)

Type and Magnitude of Variance
Explanation of Significant Reasons
Effect on Immediate Task
Effect on Total Contract
Corrective Actions Taken or Planned

ATTACHMENT 08

SBInet DD FORM 254-E, JAN 95, CONTRACT SECURITY CLASSIFICATION SPECIFICATION

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>					1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED b. LEVEL OF SAFEGUARDING REQUIRED				
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>				3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>					
a. PRIME CONTRACT NUMBER		a. ORIGINAL <i>(Complete date in all cases)</i>		DATE (YYYYMMDD)					
b. SUBCONTRACT NUMBER		b. REVISED <i>(Supersedes all previous specs)</i>		REVISION NO.		DATE (YYYYMMDD)			
c. SOLICITATION OR OTHER NUMBER		DUE DATE (YYYYMMDD)		c. FINAL <i>(Complete Item 5 in all cases)</i>		DATE (YYYYMMDD)			
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.									
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.									
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>									
a. NAME, ADDRESS, AND ZIP CODE				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
7. SUBCONTRACTOR									
a. NAME, ADDRESS, AND ZIP CODE				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
8. ACTUAL PERFORMANCE									
a. LOCATION				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT									
10. CONTRACTOR WILL REQUIRE ACCESS TO:			YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:			YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION					a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY				
b. RESTRICTED DATA					b. RECEIVE CLASSIFIED DOCUMENTS ONLY				
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION					c. RECEIVE AND GENERATE CLASSIFIED MATERIAL				
d. FORMERLY RESTRICTED DATA					d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE				
e. INTELLIGENCE INFORMATION					e. PERFORM SERVICES ONLY				
(1) Sensitive Compartmented Information (SCI)					f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES				
(2) Non-SCI					g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER				
f. SPECIAL ACCESS INFORMATION					h. REQUIRE A COMSEC ACCOUNT				
g. NATO INFORMATION					i. HAVE TEMPEST REQUIREMENTS				
h. FOREIGN GOVERNMENT INFORMATION					j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS				
i. LIMITED DISSEMINATION INFORMATION					k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE				
j. FOR OFFICIAL USE ONLY INFORMATION					l. OTHER <i>(Specify)</i>				
k. OTHER <i>(Specify)</i>									

- 12. PUBLIC RELEASE.** Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☐ Through (*Specify*)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

- 13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

- 14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. ☐ Yes ☐ No
(*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

- 15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. ☐ Yes ☐ No
(*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

- 16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (<i>Include Area Code</i>)
d. ADDRESS (<i>Include Zip Code</i>)		17. REQUIRED DISTRIBUTION <input type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input type="checkbox"/> f. OTHERS AS NECESSARY
e. SIGNATURE		

ATTACHMENT 09
PROCESS IMPROVEMENT STANDARDS

Standards Family	Location
Capability Maturity Model (CMM)	http://www.sei.cmu.edu/cmml/
ISO 9000	http://www.iso.org/iso/en/iso9000-14000/index.html
TL9000	http://www.questforum.org/tl9000/tl9000.htm
Project Management Professional (PMP)	http://pmi.org/info/default.asp

ATTACHMENT 10
QUALITY ASSURANCE SURVEILLANCE PLAN

As prescribed elsewhere in the RFP, the offeror shall submit its proposed QASP as part of its proposal. The template shown below is a suggested objectives matrix format to be included in the overall QASP; however, the offeror may use its own format to correlate, list and describe its proposed solutions, standards and incentives and deductions. Supporting narratives may be appended to augment information contained in the matrix.

[illegible]

ATTACHMENT 11

READING ROOM AND
VIRTUAL LIBRARY MATERIAL LISTING

SBI^{net} Reading Room/ Virtual Library		
Reading Room or Virtual Library	Document/Media	Version/Date
Reading Room	2006 All Marine Asset Capability Slicks	02/06/06
Reading Room	2006 CBP Air and Marine Asset Capability Slicks	2006
Reading Room	Current Air Assets	01/06/06
Reading Room	SCORE White Paper - Southern California Radar Network	
Reading Room	Northern Border Primary and Secondary Road Infrastructure Analysis	
Reading Room	Technology	
Reading Room	1- Vehicle Barrier Standard Design	02/03/06
Reading Room	Office of Border Patrol Tactical Infrastructure 2006 (Power Point)	
Reading Room	San Diego 14-mile Fence Border Infrastructure System (Power Point)	August 2005
Reading Room	Tactical Infrastructure Vehicle Barriers along Southwest Bo (Power Point)	
Reading Room	Border Patrol Interfaces (See List)	
Reading Room	U.S. Customs and Border Protection (CBP) Enterprise Performance Architecture and Reference Model	v.1.0
Reading Room	Program Reference Model	v.1.0
Reading Room	CBP Enterprise Architecture Principles v2.0	CBP EA Version 4.0
Reading Room	CBP Enterprise Architecture (EA) Structure Document	EA Version 4.0 Draft
Reading Room	CBP's Business Reference Model aka Enterprise Functional Architecture with FY07 FEA BRM	Final v.1.4
Reading Room	Systems Development Life Cycle Handbook	CIS HB 5500-07A - February 2001
Reading Room	SDLC Addendum as of May 2005	CIS HB 5500-07A - February 2, 2001
Reading Room	Enterprise Life Cycle Methodolgy Framework	Version 1
Reading Room	Enterprise Business Process Architecture	Version 2.0
Reading Room	High Level Overview Office of Information Technology Hardware/Software Systems	3-17-06
Reading Room	Safecom Statement of Requirements for Public Safety, Wireless Communications & Interoperability	October 27,2005 Version 1.1
Reading Room	CBP Topology	11/05/04
Reading Room	SAI/TRM Documents (9 Documents)	
Reading Room	Information Systems Security Policies and Procedure Handbook	February 2005

ATTACHMENT 11

READING ROOM AND
VIRTUAL LIBRARY MATERIAL LISTING

SBI^{net} Reading Room/ Virtual Library		
Reading Room or Virtual Library	Document/Media	Version/Date
Virtual Library	Border Violence Video from Press Conference	
Virtual Library	AMOC Document (Fact Sheet)	
Virtual Library	2 Bike Patrol Videos - Rock Assault	
Virtual Library	Border Patrol Photos	
Virtual Library	Border Patrol Rock Assault Photos	
Virtual Library	Yuma Sector Musteriam Video	8/29/05
Virtual Library	SBI Industry Day PMO Presentation	1/26/06
Virtual Library	OFO CD - Infrastructure at Ports of Entry - Northern Land Border Ports of Entry	
Virtual Library	OFO CD - Infrastructure at Ports of Entry - Southern Land Border Ports of Entry	
Virtual Library	OFO CD - Infrastructure at Ports of Entry - Location of Ports of Entry	
Virtual Library	OFO CD - Initiatives and Tecnology at Ports of Entry - web links	
Virtual Library	Border Patrol Liason	
Virtual Library	Border Patrol Mission	
Virtual Library	Border Patrol Organization	
Virtual Library	Border Patrol Support Resources	
Virtual Library	Congressional Speech-Border Incursions	Tuesday February 7, 2006
Virtual Library	Description of Border Patrol Operations	
Virtual Library	Orientation OBP 2005 COMPLETE 3	2005
Virtual Library	Patrol Border Fundamentals	
Virtual Library	Annual Operations Plan Fiscal Year 2006 - Blaine Sector	Version 1 - July 1, 2005
Virtual Library	Annual Operations Plan Fiscal Year 2006 - Buffalo Sector	Version 1 - July 1, 2005
Virtual Library	Annual Operations Plan Fiscal Year 2006 - Del Rio Sector	Version 1 - June 1, 2005
Virtual Library	Annual Operations Plan Fiscal Year 2006 - Detroit Sector	Version 1 - July 1, 2005
Virtual Library	Annual Operations Plan Fiscal Year 2006 - El Centro Sector	Version 1 - 6/30/05
Virtual Library	Annual Operations Plan Fiscal Year 2006 - El Paso Sector	Version 1 - July 1, 2005
Virtual Library	Annual Operations Plan Fiscal Year 2006 - Grand Forks Sector	Version 1 - July 1, 2005
Virtual Library	Annual Operations Plan Fiscal Year 2006 - Havre Sector	Version 1 - June 30, 2005
Virtual Library	Annual Operations Plan Fiscal Year 2006 - Houlton Sector	Version 1 - July 1, 2005

ATTACHMENT 11

READING ROOM AND
VIRTUAL LIBRARY MATERIAL LISTING

SBI^{net} Reading Room/ Virtual Library		
Reading Room or Virtual Library	Document/Media	Version/Date
Virtual Library	Annual Operations Plan Fiscal Year 2006 - Laredo Sector	Version 1 - July 1, 2005
Virtual Library	Annual Operations Plan Fiscal Year 2006 - Marfa Sector	Version 1 - July 1, 2005
Virtual Library	Rio Grande Valley Sector Requirement Fiscal Year 2006	
Virtual Library	Annual Operations Plan Fiscal Year 2006 - San Diego Sector	Version 1 - June 30, 2005
Virtual Library	Annual Operations Plan Fiscal Year 2006 - Spokane Sector	Version 1 - March 14, 2005
Virtual Library	Annual Operations Plan Fiscal Year 2006 - Swanton Sector	Version 1 - June 17, 2005
Virtual Library	Annual Operations Plan Fiscal Year 2006 - Tucson Sector	Version 1 - July 1, 2005
Virtual Library	Annual Operations Plan Fiscal Year 2006 - Yuma Sector	Version 1 - July 1, 2005
Virtual Library	Z- Border Control Definitions	
Virtual Library	DHS Secretary Chertoff's Address to SBI	November 2, 2005
Virtual Library	Border Patrol Recruitment Video	
Virtual Library	BP Construction for (SBI ALL)	3/29/06
Virtual Library	DHS Facilities & TI Edited	2/16/06
Virtual Library	Due Diligence Tucson Sector (Site Visit Information	
Virtual Library	U.S. Map of the Edges	

SECTION J

ATTACHMENT 12
DEPARTMENT OF HOMELAND SECURITY NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

I, _____, an individual official, employee, consultant, or subcontractor of or to _____ (the Authorized Entity), intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the United States Government.

(Signer will acknowledge the category or categories of information that he or she may have access to, and the signer's willingness to comply with the standards for protection by placing his or her initials in front of the applicable category or categories.)

Initials:	Protected Critical Infrastructure Information (PCII)
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I attest that I am familiar with, and I will comply with all requirements of the PCII program set out in the Critical Infrastructure Information Act of 2002 (CII Act) (Title II, Subtitle B, of the Homeland Security Act of 2002, Public Law 107-296, 196 Stat. 2135, 6 USC 101 et seq.), as amended, the implementing regulations thereto (6 CFR Part 29), as amended, and the applicable PCII Procedures Manual, as amended, and with any such requirements that may be officially communicated to me by the PCII Program Manager or the PCII Program Manager's designee.

Initials:	Sensitive Security Information (SSI)
-----------	---

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR Part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.

Initials:	Other Sensitive but Unclassified (SBU)
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As used in this Agreement, sensitive but unclassified information is an over-arching term that covers any information, not otherwise indicated above, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, as amended, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. This includes information categorized by DHS or other government agencies as: For Official Use Only (FOUO); Official Use Only (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used by other government agencies to categorize information as sensitive but unclassified.

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the specific category of information.

I understand and agree to the following terms and conditions of my access to the information indicated above:

1. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of information to which I have been provided conditional access, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
2. By being granted conditional access to the information indicated above, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which I am granted access.
3. I attest that I understand my responsibilities and that I am familiar with and will comply with the standards for protecting such information that I may have access to in accordance with the terms of this Agreement and the laws, regulations, and/or directives applicable to the specific categories of information to which I am granted access. I understand that the United States Government may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.

4. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Should situations arise that warrant the disclosure or release of such information I will do so only under approved circumstances and in accordance with the laws, regulations, or directives applicable to the specific categories of information. I will honor and comply with any and all dissemination restrictions cited or verbally relayed to me by the proper authority.

5. (a) For PCII - (1) Upon the completion of my engagement as an employee, consultant, or subcontractor under the contract, or the completion of my work on the PCII Program, whichever occurs first, I will surrender promptly to the PCII Program Manager or his designee, or to the appropriate PCII officer, PCII of any type whatsoever that is in my possession.

(2) If the Authorized Entity is a United States Government contractor performing services in support of the PCII Program, I will not request, obtain, maintain, or use PCII unless the PCII Program Manager or Program Manager's designee has first made in writing, with respect to the contractor, the certification as provided for in Section 29.8(c) of the implementing regulations to the CII Act, as amended.

(b) For SSI and SBU - I hereby agree that material which I have in my possession and containing information covered by this Agreement, will be handled and safeguarded in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information, consistent with the laws, regulations, or directives applicable to the specific categories of information. I agree that I shall return all information to which I have had access or which is in my possession 1) upon demand by an authorized individual; and/or 2) upon the conclusion of my duties, association, or support to DHS; and/or 3) upon the determination that my official duties do not require further access to such information.

6. I hereby agree that I will not alter or remove markings, which indicate a category of information or require specific handling instructions, from any material I may come in contact with, in the case of SSI or SBU, unless such alteration or removal is consistent with the requirements set forth in the laws, regulations, or directives applicable to the specific category of information or, in the case of PCII, unless such alteration or removal is authorized by the PCII Program Manager or the PCII Program Manager's designee. I agree that if I use information from a sensitive document or other medium, I will carry forward any markings or other required restrictions to derivative products, and will protect them in the same matter as the original.

7. I hereby agree that I shall promptly report to the appropriate official, in accordance with the guidance issued for the applicable category of information, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, I have knowledge of and whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting security violations.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the information covered by this Agreement. This may serve as a basis for denying me conditional access to other types of information, to include classified national security information.

9. (a) With respect to SSI and SBU, I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of the information not consistent with the terms of this Agreement.

(b) With respect to PCII I hereby assign to the entity owning the PCII and the United States Government, all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of PCII not consistent with the terms of this Agreement.

10. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the Authorized Entity. By granting me conditional access to information in this context, the United States Government and, with respect to PCII, the Authorized Entity, may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I understand that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved and neither the United States Government nor the Authorized Entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect any sensitive information to which I have been given conditional access under the terms of this Agreement.

11. Unless and until I am released in writing by an authorized representative of the Department of Homeland Security (if permissible for the particular category of information), I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted conditional access, and at all times thereafter.
12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
13. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with the United States Government or any of its departments or agencies.
14. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958, as amended; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.
15. Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.
16. I represent and warrant that I have the authority to enter into this Agreement.
17. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me any laws, regulations, or directives referenced in this document so that I may read them at this time, if I so choose.

DEPARTMENT OF HOMELAND SECURITY
NON-DISCLOSURE AGREEMENT
Acknowledgement

Typed/Printed Name:	Government/Department/Agency/Business Address	Telephone Number:

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature:

WITNESS:

Typed/Printed Name:	Government/Department/Agency/Business Address	Telephone Number:

Signature: